

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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THIS INDENTURE made this 12th day of October Two thousand and Seven BETWEEN (1) BHUBANESWAR PRAMANICK and (2) RATNESWAR PRAMANICK, both sons of Late Krishnapada Pramanick, Hindu Landholders, both residing at Nayapatty, Police Station - Bidhannagar (East), in the District of

70-250-

70.

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North 24-Parganas, hereinafter collectively called and referred to as the "VENDORS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**, the present Vendors are being represented by **SHRI GOURANGA MODAK**, son of Shri Pulin Behari Modak, by occupation business, by faith Hindu, residing at BA-15/10B, Deshbandhu Nagar, Police Station - Rajarhat, Kolkata - 700059, being appointed as the Constituted Attorney of the said Vendors, by a General Power of Attorney, registered at the office of the Additional Registrar of Assurances - III, Kolkata, contained in Book No.IV, Being Deed Nos.5480 and 5479 for the year 2007 at the said office, **R. K. ENTERPRISE**, a sole proprietorship concern, being represented by its sole proprietor Gouranga Modak, having its principal office at CB-8, Salt Lake City, Kolkata - 700064, hereinafter referred to as the "CONFIRMING PARTY" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the said firm its proprietor and his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART AND ANAMIKA INVESTMENT PRIVATE LIMITED**, a Private Company within limited liability incorporated under the provisions of the Companies Act, 1956, having its Registered Office at 106/1A, S. N. Banerjee Road in the City of Kolkata, hereinafter referred to as the "PURCHASER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include



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paid to the Vendor No.2 the entire price or consideration of Rs.30,00,000/- (Rupees Thirty lacs) only for the said land.

**AND WHEREAS** the Purchaser herein approached the Confirming Party to purchase 7 (seven) cottahs land and the Confirming Party conceded to such proposal.

**AND WHEREAS** the Confirming Party herein decided and declared to appoint the Purchaser as its nominee for sale of 7 (seven) cottahs in and out of the said total land measuring more or less 11 cottahs 8 chittacks, as stated hereinabove.

**AND WHEREAS** the Confirming Party nominated the Purchaser hereto as its nominee for purchase of **ALL THAT** the portion of the said property, fully described in the **SCHEDULE** hereunder written (hereinafter referred to as the "said portion") and such nomination has been accepted by the Vendors.

**AND WHEREAS** at the request of the Purchaser, the Vendors agreed to sell, the Confirming Party agreed to confirm and the Purchaser agreed to purchase the said portion being **ALL THAT** piece and parcel of 'Danga' land measuring an area of 7 cottahs be the same a little more or less, comprised in portion of R.S.Dag No.4431, R.S.Khatian No.115, corresponding to L.R.Khatian Nos.96/7 and 96/9, J.L.No.17, Ward No.14, Police Station - Bidhan Nagar (East), Sub-Registry Office - Bidhannagar, Mouza - Krishnapur, fully described in the **SCHEDULE**

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its Directors for the time being, successors-in-office and/or assigns) of the **THIRD PART**.

**WHEREAS** by a Bengali Deed of Partition dated 6<sup>th</sup> day of April, 1994, registered in Book No.I, Volume No.37, Pages 254 to 276 being Deed No.1622 for the year 1994 at the office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City), each of the Vendors were allotted **ALL THAT** piece or parcel of Danga land measuring an area of 11 cottahs and 8 chittacks be the same a little more or less comprised in portion of R.S.Dag No.4431, R.S.Khatian No.115, L.R.Khatian Nos.96/7 and 96/9 AND 96/10, J.L.No.17, Ward No.14, Police Station - Bidhan Nagar (East), Sub-Registry Office - Bidhannagar, Mouza - Krishnapur, fully described in "Kha" and "Ga" Schedule therein and delineated in the map or plan annexed thereto and thereon bordered in Yellow and Blue marked as Plots 'A' and 'B' **TOGETHER WITH** the right of common passage (hereinafter referred to as the "said property").

**AND WHEREAS** the Vendors agreed to sell and the Confirming Party as 'Purchaser' in the said agreement, agreed to purchase a piece and parcel of 'Danga' land measuring more or less 11 (eleven) cottahs 08 (eight) chittacks comprised in R.S.Dag No.4431 in R.S.Khatian No.115, within Mouza - Krishnapur, Police Station - Bidhan Nagar (East), District - North 24-Parganas and subsequently in several instalments the Confirming Party paid to the Vendor No.1 the entire price or consideration of Rs.98,00,000/- (Rupees Ninety Eighty lacs) only and

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hereunder written and delineated in the map or plan hereto annexed and thereon bordered in **RED** at or for the total price or consideration of Rs.70,00,000/- (Rupees Seventy lacs) only, bring satisfied with the title of the Vendors and being found to be free from all encumbrances, attachments, liabilities, liens, lispendens, alignments, requisitions, acquisitions, vesting and defect in title whatsoever.

**NOW THIS INDENTURE WITNESSETH** that in consideration of the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of Rs.70,00,000/- (Rupees Seventy lacs) only (out of which Rs.47,82,610/- (Rupees Forty Seven lacs Eighty Two thousand Six hundred and Ten) only is paid to the Vendors as and by way of reimbursement to the Confirming Party and in further consideration of Rs.22,17,390/- (Rupees Twenty Two lacs Seventeen thousand Three hundred and Ninety) only paid by the Purchaser to the Confirming Party as and by way of nomination fee) on or before the execution of these presents (the receipt whereof the Vendors and Confirming Party do hereby admit and acknowledge, the Confirming Party doth hereby confirm and of and from the same and every part thereof doth hereby acquit, release and forever discharge the Purchaser, its successors and assigns and the said portion hereby intended to be sold) they the Vendors as beneficial owners do by these presents indefeasibly grant, sell, convey, transfer, assign and assure and the Confirming Party doth hereby confirm unto and in favour of the Purchaser, its successors and assigns free from all encumbrances, attachments and other defects in title **ALL THAT** the said portion, fully



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mentioned and described in the **SCHEDULE** hereunder written and delineated in the map or plan hereto annexed and thereon bordered in **RED OR HOWSOEVER OTHERWISE** the said portion now or heretofore were or was situate, butted, bounded, called, known, numbered, described and distinguished **TOGETHER WITH** benefit and advantages of ancient and other lights, liberties, easements, privileges, appendages and appurtenances whatsoever to the said portion or any part thereof belonging or in anywise appertaining to or with the same or any part thereof usually held, used, occupied or enjoyed or reputed to belong or be appurtenant thereto **AND** the reversion and reversions, remainder and remainders, rents, issues and profits thereof and of every part thereof **TOGETHER FURTHERMORE** all the estate, right, title, inheritance, use, trust, property, claim and demand whatsoever both at law and in equity of the Vendors into and upon the said portion or every part thereof **AND** all deeds, pattahs, muniments, writings and evidences of title which in anywise relate to the said portion or any part or parcel thereof and which now are or hereafter shall or may be in the custody, power or possession of the Vendors, their heirs, executors, administrators or representatives or any persons from whom they can or may procure the same without action or suit at law or in equity **TO ENTER INTO AND HAVE HOLD OWN POSSESS AND ENJOY** the said portion and every part thereof hereby granted, sold, conveyed and transferred or expressed and, intended so to be with their rights, members and appurtenances unto and to the use of the Purchaser, its successors and assigns forever freed and discharged from or otherwise by the Vendors well and sufficiently indemnified of and against all encumbrances, claims, liens, etc.

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whatsoever created or suffered by the Vendors from to these presents **AND** the Vendors do hereby for themselves, their heirs, executors, administrators and representatives, covenant with the Purchaser, its successors and assigns, **THAT** notwithstanding any act, deed or thing whatsoever by the Vendors or by any of their predecessors and ancestors-in-title, done or executed or knowingly suffered to the contrary they the Vendors had at all material times heretofore and now has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said portion hereby granted, sold, conveyed, transferred, assigned and assured or otherwise expressed or intended so to be, unto and to the use of the Purchaser, its successors and assigns in the manner aforesaid **AND THAT** the Purchaser, its successors and assigns shall and may at all times hereafter peaceably and quietly enter into hold, possess and enjoy the said portion and every part thereof and receive the rents, issues and profits thereof, without any lawful eviction, hinder and interruption, disturbance, claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for them or from or under any of their ancestors or predecessors-in-title **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 Vendors well and sufficiently save indemnified of from and against all and all manner of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Vendors or any of their ancestors or predecessors-in-title or any person or persons lawfully or equitably claiming as aforesaid **AND FURTHER THAT** the Vendors

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and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said portion or any part thereof from under or in trust for the Vendors or from or under any of their predecessors or ancestors-in-title shall and will from time to time and at all times hereafter at the request and cost of the Purchaser, its successors and assigns 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 portion and every part thereof unto and to the use of the Purchaser, its successors and assigns according to the true intent and meaning of these presents as shall or may be reasonably required **AND** the Purchaser doth hereby covenant with the Vendors that the Purchaser would comply with all the statutory requirements as laid down in law consequent upon purchase.

**THE SCHEDULE ABOVE REFERRED TO :**

**ALL THAT** portion of piece or parcel of Danga land measuring an area of 7 cottahs be the same a little more or less (Bhubaneswar Pramanick 5 cottahs and Ratneswar Pramanick 2 cottahs) comprised in portion of R.S.Dag No.4431, R.S.Khatian No.115, corresponding to L.R.Khatian Nos.96/7 and 96/9, J.L.No.17, Ward No.14, Police Station - Bidhan Nagar (East), Sub-Registry Office - Bidhannagar, Mouza - Krishnapur, being Plots 'A1' and 'B1' **TOGETHER WITH** the right of common passage and delineated in the map or plan annexed hereto and thereon bordered in **RED** and butted and bounded as follows:

On the South : 17" wide Road;



On the North : Plot Nos. 'A' and 'B' (Bhubaneswar Pramanick  
And Ratneswar Pramanick);

On the East : Plot Nos. 'B' and 'B2' (Ratneswar Pramanick);

On the West : 14" wide Road.

*Handwritten:*  
K. K. Ghosh

*It is under the limits of 15th Bidhanagar Municipality near  
Nayapally'*

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

SIGNED, SEALED & DELIVERED by  
the VENDORS at Kolkata in the  
presence of :

*Gouranga Modak*

(As the Constituted Attorney for  
and on behalf of the Vendors  
herein)

SIGNATURE OF THE VENDORS

1. *Prasanna*  
*advocate*  
*High Court, Calcutta.*

2) *Dilip. w. Sinha*  
*Solicitor, Kolkata*

SIGNED, SEALED & DELIVERED by  
the CONFIRMING PARTY at Kolkata  
in the presence of :

*For R. K. Enterprises*  
*Gouranga Modak*  
*Proprietor*

SIGNATURE OF THE  
CONFIRMING PARTY

1. *Prasanna*

2) *Dilip. w. Sinha*

(10)

SIGNED, SEALED & DELIVERED by  
the PURCHASER at Kolkata in the  
presence of :

THE AMANITA INVESTMENT

  
DIRECTOR

SIGNATURE OF THE  
PURCHASER

1) Prasanna  
Advocate  
High Court, Calcutta.

2) Dilip. kv. Sinha

RECEIVED of and from the within named  
Purchaser the within mentioned sum of  
Rs.70,00,000/- (Rupees Seventy lacs)  
only, in total, being the full consideration  
Money, as per Memo below:

Rs.70,00,000/-

MEMO OF CONSIDERATION

By A/C payee pay order No. 129732  
dated 11.10.2007, drawn on Corporation  
Bank, Hoosah South Branch for ..... - Rs. 70,00,000/-

(Rupees Seventy Lakh) only

TOTAL : Rs. 70,00,000/-

(Rupees Seventy lacs) only.

Gowdanga Modak

**WITNESSES :**

(As the Constituted Attorney of the  
present Vendors)

1) Prasanna  
Advocate,  
High Court, Calcutta.

SIGNATURE OF THE VENDORS

Gov. R. K. [Signature]  
Gowdanga Modak  
Proprietor

2) Dilip. Mr. Sinha

SIGNATURE OF THE CONFIRMING  
PARTY





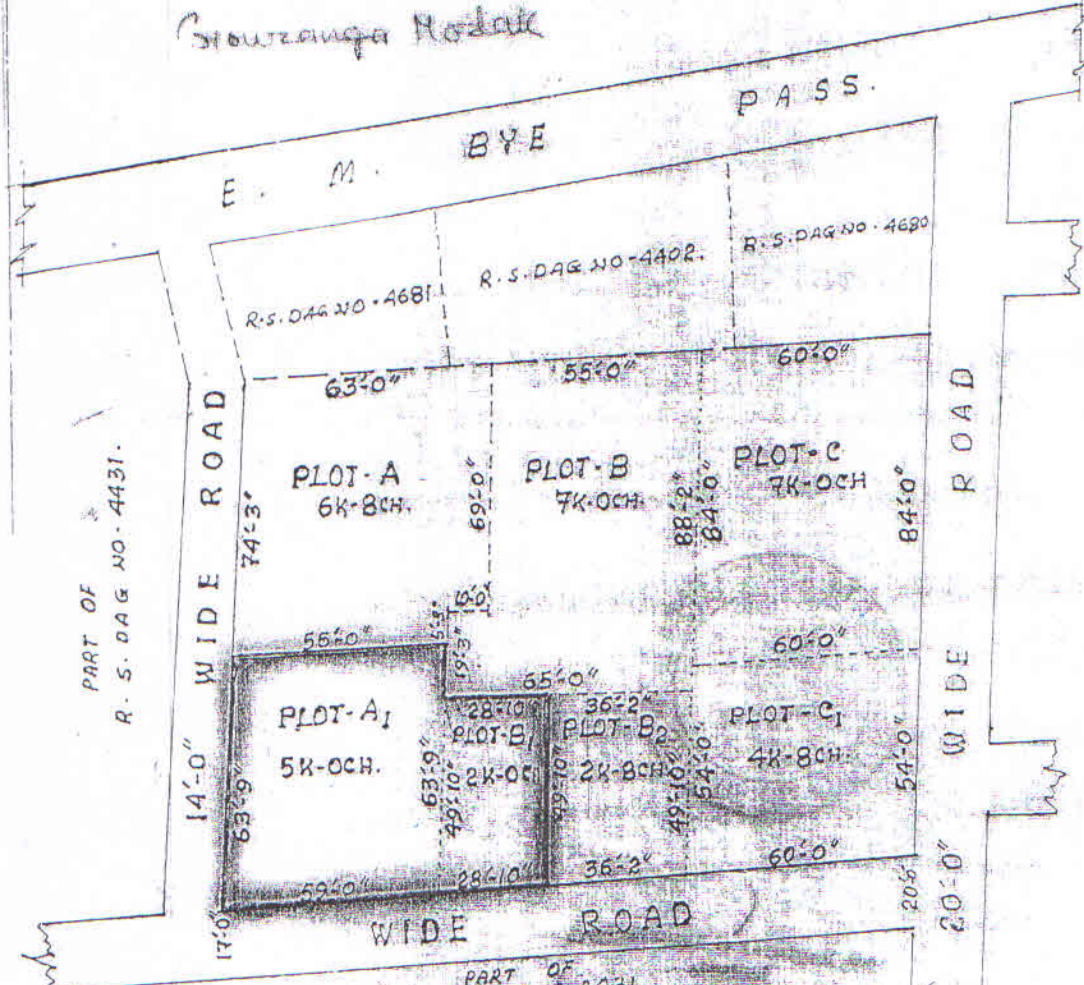
SITE PLAN OF LAND AT MOUZA - KRISHNAPUR; T.L. NO - 17; TQUSH. NO-228/229; R.S. NO-180; R.S. KHATTAN NO-115; C.S. KHATTAN NO-329; MODIFIED KHATTAN NO-96/7; 96/9; 96/10; C.S. DAG NO-6283; R.S. DAG NO-4431; P.S. RAJARHAT HAL - BIDHAN NAGAR EAST - DIST-24PGS(N)

SCALE - 1" = 40'-0"

LAND SOLD TO: **ANAMIKA INVESTMENT PRIVATE LIMITED**

LAND SOLD BY: - " - B1 - 2K-OCH. → SRI BHUBANESWAR PRAMANICK. } 7K-OCH.  
 " - B2 - 2K-OCH. → SRI RATNASWAR PRAMANICK.

Gouranga Mohale



ANAMIKA INVESTMENT

*[Signature]*  
DIRECTOR

DRAWN BY: P. S. [Signature]

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... 1 to 15 ...  
... 0080 ...  
... 2008 ...

DATED THIS 12th DAY OF October 2007

BETWEEN

BHUBANESWAR PRAMANICK & ANR.

... FIRST PART.

R. K. ENTERPRISE

... SECOND PART.

AND

ANAMIKA INVESTMENT PRIVATE  
LIMITED

... THIRD PART.

  
Registrar of Companies  
1-2-08

  
Registrar of Companies

CONVEYANCE

Registrar of Companies

MUKHERJEE & BISWAS  
Solicitors & Advocates  
10, Old Post Office Street  
Kolkata - 700001.