

1146112

00259



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

B 366728

17/10/07



WEST BENGAL  
23.10.07  
808716

1000  
4-200

A - 71489 -	81108
B - 4 -	3900
C - 55 -	
D - 25 -	
E - 4 -	
<hr/>	
71587	

450120

Adsl. Registrar of Assurances II  
Kolkata  
9-1-07

THIS INDENTURE made this 12th day of October Two thousand and Seven BETWEEN BHUEANESWAR PRAMANICK, son of Late Krishnapada Pramanick, Hindu Landholder, residing at Nayapatty, Police Station - Bidhannagar (East), in the District of North 24-

Handwritten notes on the left side, including 'A 71489', 'B 4', 'C 55', 'D 25', 'E 4', and '71587'.

Handwritten calculations and notes at the bottom right, including '250 -', '6499', '6299', and '71489'.

19 OCT 2007

90205

**S. CHATTERJEE & BISWAS**  
 SOLICITORS & ADVOCATES  
 10, OLD POST OFFICE STREET,  
 KOLKATA-700 001

9 OCT 2007

**S. CHATTERJEE**  
 Licensed Stamp Vendor  
 C. C. Court  
 2 & 3, K. S. Roy Road, Kol-1

6.50 p.m.

12th Oct 07

Gouranga Model  
 one of the best  
 Gouranga Model

Registrar of Assurances  
 Kolkata 12/10/07

**For P. K. Chatterjee**  
 Gouranga Model  
 Proprietor



BABIT



Gouranga Model  
 (AS the constituted Attorney  
 of the Vendor herein)

**LUCKY STAR HOTELS PVT LID**  
 Bhaish (Binay Singh)  
 Director

**LUCKY STAR HOTELS PVT LID**  
 Prem Sehgal  
 Director  
 (PREM SEHGAL)

Santana Roy Chowdhury  
 (SANTANA ROY CHOWDHURY)  
 5/10 4 N Roy Chowdhury

Gouranga Model as Proprietor  
 for P. K. Enterprise having  
 its principal office at CB-8,  
 Salt Lake City, Kol-54 and  
 the said Gouranga Model as  
 constituted Attorney of the  
 vendor herein + Binay  
 Singh, Director for Lucky Star  
 Hotels Pvt. Ltd. having its  
 Regs. office at Merlin Chambers  
 P.T.O.

Santana Roy Chowdhury  
 5/10 4 N. Roy Chowdhury  
 at 2, P. N. Ghosh Road Kol-50  
 Service

Registrar of Assurances  
 Kolkata 12/10/07

Parganas, hereinafter called and referred to as the **"VENDOR"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**, the present Vendor is 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 Vendor, 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.1252 and 5480 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 its heirs, executors, administrators, legal representatives and/or assigns) of the **SECOND PART AND LUCKY STAR HOTELS PRIVATE LIMITED**, a Private Company within limited liability incorporated under the provisions of the Companies Act, 1956, having its Registered Office at "Merlin Chambers, Unit No.211, 18, British Indian Street 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 its successors and 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.1, 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), the Vendor was 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 No.96/7, J.L.No.17, Ward No.14, Police Station – Bidhan Nagar (East), Sub-Registry Office – Bidhannagar, Mouza – Krishnapur, fully described in “Kha” Schedule therein and delineated in the map or plan annexed thereto and thereon bordered in Yellow and marked as Plot ‘A’ **TOGETHER WITH** the right of common passage (hereinafter referred to as the “said property”).

**AND WHEREAS** the Vendor 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 the entire price or consideration of Rs.98,00,000/- (Rupees Ninety Eight lacs) only for the said land.

**AND WHEREAS** the Purchaser herein approached the Confirming Party to purchase 6 (six) cottahs 8 (eight) chittacks 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 6 (six) cottahs 8 (eight) chittacks 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 Vendor.

**AND WHEREAS** at the request of the Purchaser, the Vendor 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 6 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, corresponding to L.R.Khatian No.96/7, J.L.No.17, Ward No.14, Police Station - Bidhan Nagar (East), Sub-Registry Office - Bidhannagar, Mouza - Krishnapur, fully described in the **SCHEDULE** 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.65,00,000/- (Rupees Sixty Five lacs) only, being satisfied with the title of the Vendor and being found to be free from all encumbrances, attachments, liabilities, liens, lispens, 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.65,00,000/- (Rupees Sixty Five lacs) only {out of which Rs.55,39,130 (Rupees Fifty Five lacs Thirty Nine thousand One hundred and Thirty) only is paid to the Vendor as and by way of reimbursement to the Confirming Party and in further consideration of Rs.9,60,870/- (Rupees Nine lacs Sixty thousand Eight hundred and Seventy) 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 Vendor 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) he the Vendor as beneficial owner doth 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 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 Vendor 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 Vendor, his heirs, executors, administrators or representatives or any persons from whom he or 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 his 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 Vendor well and sufficiently indemnified of and against all encumbrances, claims, liens, etc. whatsoever created or suffered by the Vendor from to these presents **AND** the Vendor doth hereby for himself, his heirs, executors, administrators and representatives, covenant with the Purchaser, its successors and assigns, **THAT** notwithstanding any act, deed or thing whatsoever by the Vendor or by any of his predecessors and ancestors-in-title, done or executed or knowingly suffered to the contrary he the Vendor 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 Vendor or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for him or from or under any of his 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 Vendor 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 Vendor or any of his ancestors or predecessors-in-title or any person or persons lawfully or equitably claiming as aforesaid **AND FURTHER THAT** the Vendor 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 Vendor or from or under any of his 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



(8)

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 Vendor 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 6 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 No.96/7, J.L.No.17, Ward No.14, Police Station - Bidhan Nagar (East), Sub-Registry Office - Bidhannagar, Mouza - Krishnapur, being Plot 'A' **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 : Part of Plot 'A1' (Bhubaneswar Pramanick);

On the North : Part of Plot R.S.Dag No.4681;

On the East : Plot of Ratneswar Pramanick (Plot 'B');

On the West : 14' wide Road.

*It is under the limits of the Bidhannagar Municipality near Nayapatti.*

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 VENDOR at Kolkata in the presence of :

1) P. D. Ghosh  
Advocate.

*Gouranga Modak*

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

SIGNATURE OF THE VENDOR

2) Dilip. w. Sinha  
Solicitor, Kolkata

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

1) P. D. Ghosh  
Advocate  
High Court, Calcutta.

*Gouranga Modak*

SIGNATURE OF THE CONFIRMING PARTY

2) Dilip . w. Sinha

LUCKY STAR HOTELS PVT LTD.

*Bing Singh*  
(Bing Singh)  
Director

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

1) P. D. Ghosh  
Advocate  
High Court, Calcutta.

LUCKY STAR HOTELS PVT. LTD.

*Biswanath Singh*  
Director

SIGNATURE OF THE PURCHASER

2) Diip . w. Sinha

RECEIVED of and from the within named  
Purchaser the within mentioned sum of  
Rs.65,00,000/- (Rupees Sixty Five lacs)  
only, in total, being the full consideration  
Money, as per Memo below:

Rs.65,00,000/-

**MEMO OF CONSIDERATION**

by A/C Payee Pay Order No 129731  
dated 11.10.2007 drawn on Corporation  
Bank, Howrah South Branch for . . . . . Rs. 65,00,000/-  
  
(Rupees Sixty Five Lakh) only

TOTAL : Rs.65,00,000/-

(Rupees Sixty Five lacs) only.

**WITNESSES :**

- 1) *Prasanna  
Advocate  
High Court, Calcutta*
- 2) *Dilip. W. Sinha*

*Gowcanga Modak*

(As the Constituted Attorney of the  
present Vendor)

SIGNATURE OF THE VENDOR

*For N. N. [Signature]*

*Gowcanga Modak  
Proprietor*

SIGNATURE OF THE CONFIRMING  
PARTY



I  
H  
1518 (1615)  
00259  
2008

DATED THIS 12th DAY OF October 2007

B E T W E E N

BHUBANESWAR PRAMANICK

... FIRST PART.

R. K. ENTERPRISE

... SECOND PART.

A N D

LUCKY STAR HOTELS PRIVATE  
LIMITED

... THIRD PART.



*[Signature]*  
Registrar of Assurances

7-2-08



CONVEYANCE

Registrar of Assurances

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