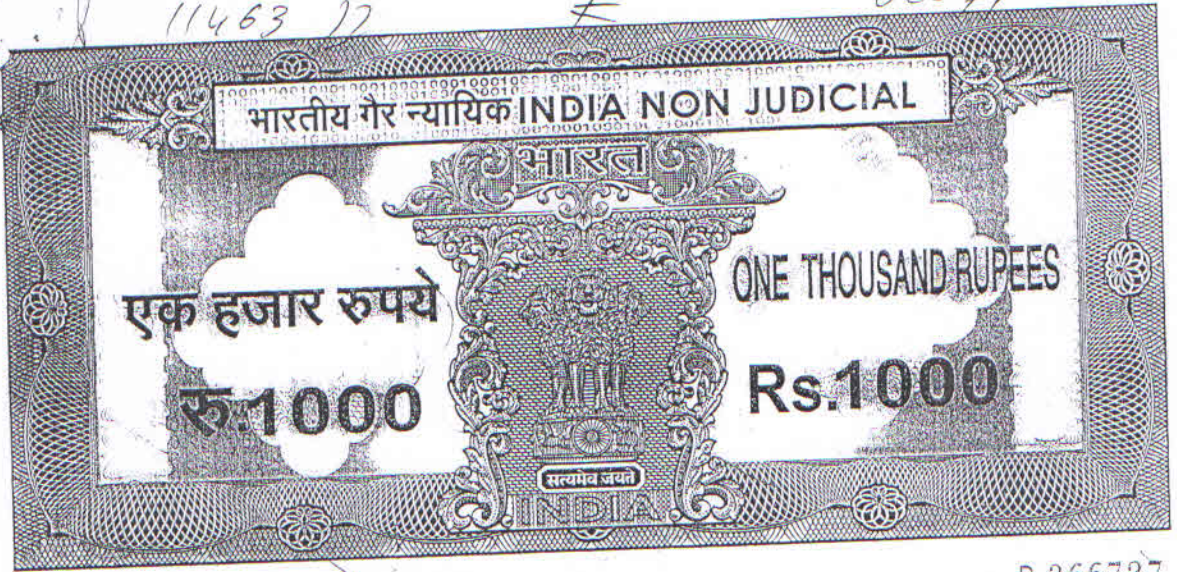


1

11463 77

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2

3

পশ্চিমবঙ্গ পশ্চিম বাংলা WEST BENGAL

B 366727

Handwritten notes on the left side, including 'A' and some illegible scribbles.



Stamp text:

... 1888

... W. Bengal

... 23, 53, 4

Handwritten scribbles and illegible text.

Stamp text:

... 69.57

... 41

Handwritten signature and date '3-1-08'.

Handwritten list:

A. 76 989 -

4 - 490170

55 -

25 -

4 -

77087

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

Handwritten calculations:

700 - 250 -

700 - 100 -

350 -

Large handwritten scribbles on the bottom left corner.

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 No.5516 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 assigns) of the **SECOND PART AND SAGAR LIQUORS 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 Directors for the time being, successors-in-office and/or assigns) of the **THIRD PART**.

WHEREAS by a Bengali Deed of Partition dated 6th 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), 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.96/10, J.L.No.17, Ward No.14, Police Station - Bidhan Nagar (East), Sub-Registry Office - Bidhannagar, Mouza - Krishnapur, fully described in "Gha" Schedule therein and delineated in the map or plan annexed thereto and thereon bordered in Green and marked as Plot 'C' **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.40,00,000/- (Rupees Forty 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 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 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 No.96/10, 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.70,00,000/- (Rupees Seventy lacs) only, being satisfied with the title of the Vendor and being found to be free from all encumbrances, attachments, liabilities, liens, lispensens, 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.24,34,782/- (Rupees Four lacs Thirty Four thousand Seven hundred and Eighty Two) only is paid to the Vendor as and by way of reimbursement to the Confirming Party and in further consideration of Rs.45,65,218/- (Rupees Forty Five lacs Sixty Five thousand Two hundred and Eighteen) 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 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 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 No.96/10, J.L.No.17, Ward No.14, Police Station - Bidhan Nagar (East), Sub-Registry Office - Bidhannagar, Mouza - Krishnapur, being Plot 'C' **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 Nos.'C1' & 'B2' (Rameswar Pramanick and Rameswar Pramanick);

On the North : Part of Plot R.S.Dag No.4680;

On the East : 20" wide Common Road;

On the West : Plot No.B (Ratneswar Pramanick).

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:

Gowanga Modak

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

SIGNATURE OF THE VENDOR

1) *Prasanna Advocate.*

2) Dilip. w. Sinha
Solicitor, Kolkata

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

For D. K. Sanyal
Gowanga Modak
Proprietor

SIGNATURE OF THE CONFIRMING PARTY

1) *Prasanna Advocate.*

2) Dilip. w. Sinha
Solicitor, Kolkata

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

SAGAR LIQUORS PVT. LTD

Sandeep Kumar Singh
Director

SIGNATURE OF THE PURCHASER

1) *Prasanna Advocate.*

2) Dilip. w. Sinha
Solicitor, Kolkata

(10)

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-005148
dated 11.10.2007, drawn HDFC Bank
Ltd, G.C. Avenue Branch for Rs.70,00,000/-

TOTAL :

Rs.70,00,000/-

(Rupees Seventy lacs) only.

Gowdanga Modak

(As the Constituted Attorney of the
present Vendor)

WITNESSES :

1) *P. R. Srinivasan*
Advocate
High Court, Calcutta.

SIGNATURE OF THE VENDOR

For R. K. [Signature]
Gowdanga Modak

2) Dilip. M. Sinha
Solicitor, Kolkata

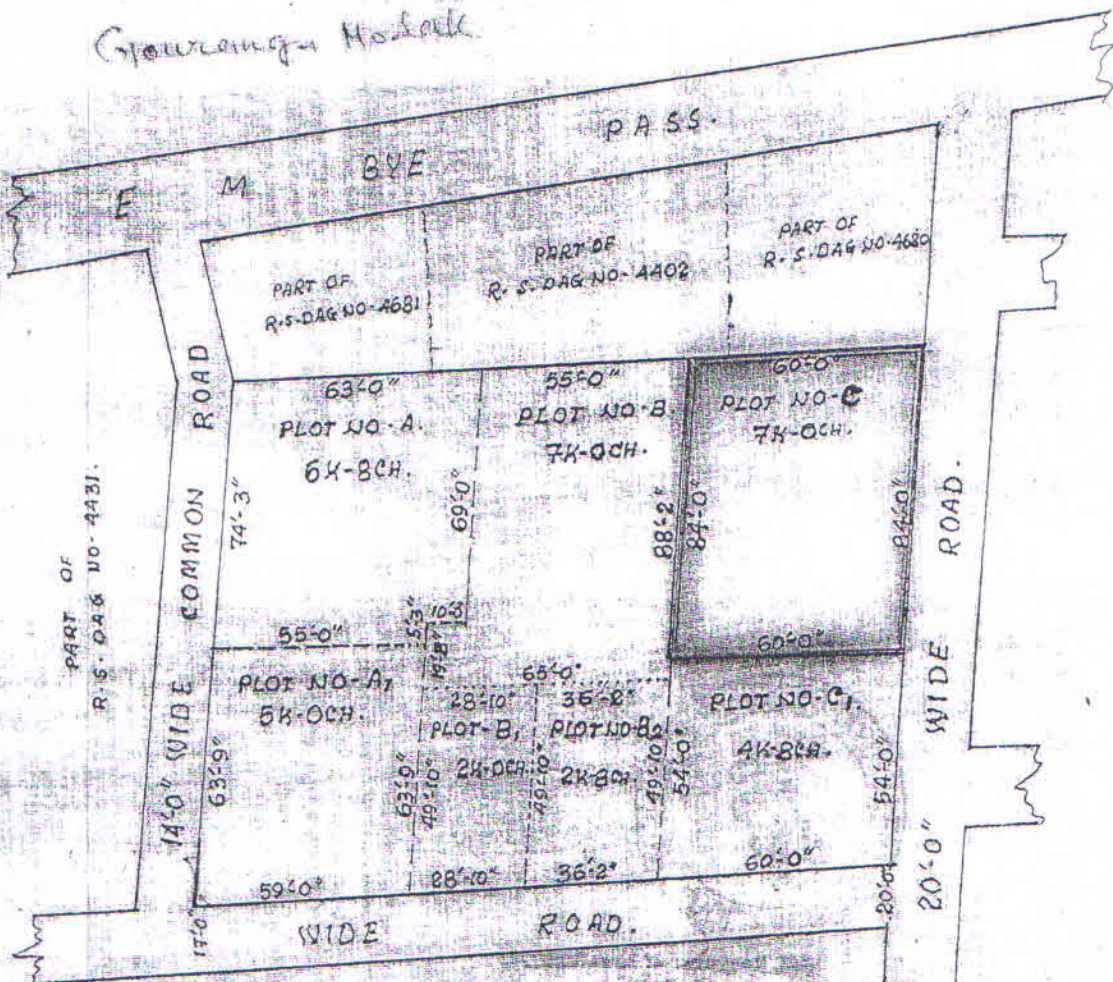
SIGNATURE OF THE CONFIRMING
PARTY

SITE PLAN OF LAND AT MOURA - KRISHNAPUR; J.L. NO-17; R.S. NO-180; TOLUJI-
 NO-228/229; C.S. KHATIAN NO-329; R.S. KHATIAN NO-115; MODIFY KHATIAN NO-96/7
 96/9; 96/10; C.S. DAG NO-6283; R.S. DAG NO-4431; UNDER P.S. RATARHAT; HAL-P.S.
 BIDHAN NAGAR EAST; DIST-NORTH-24 PGS. SCALE-1"=40'-0"

SOLD TO:- **SAGAR LIQUORS PRIVATE LIMITED**

SOLD BY:- PLOT NO-C-7K-OCH. SRI RAMESWAR PRAMANICK

Gouranga Model



PART OF R.S. DAG NO-4431
SAGAR LIQUORS PVT. LTD
Gouranga Model
 Director

Office No. _____
Case No. _____
Value _____
Page No. _____
Order No. _____

DATED THIS 12th DAY OF October 2007

BETWEEN
RAMESWAR PRAMANICK
... FIRST PART.
R. K. ENTERPRISE
... SECOND PART.
AND
SAGAR LIQUORS PRIVATE LIMITED
... THIRD PART.



WJ
~~Registrar of Assurances~~
1-2-08

CONVEYANCE



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

Registrar of Assurances &
Kolkata