

1387

Plan not annexed, 655/1000Rs



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



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ADDITIONAL REGISTRAR
ARRANGES-L. KOLKATA

THIS DEED OF INDENTURE made this the 14th day of June Two 23-7-85 thousand and five BETWEEN SREE KAMAKHYA TEA COMPANY PRIVATE LIMITED, an existing company within the meaning of the Companies Act, 1956 having its registered office situated at 4, Hastings Park Road, Kolkata-700 027 hereinafter 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 its successor and/or successors-in-office /interest and assigns) of the

ONE PART AND TUSHITA BUILDERS PRIVATE LIMITED, an existing

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22/7/85
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123 MAY 2005

REGD

NO

To: Mr. Khurjee + Bhiswal
Add. 10
Ba-1000f

RENDERED
BY COURT

Registered for registration
by of ...
under residence

✓ Rekha Jain

15.6.05
Book no. 2639
23
23

by rekha
15.6.05

✓ TUSHITA BUILDERS PRIVATE LIMITED

Rekha Jain

Director

[Signature]

✓ RAMBESH KUMAR KANOOI

Rekha Jain Director
Tushita Builders Private
Office at - 1st floor Mar
block service road 2
Sahyadri - 734401
Ramesh K. Kanooi
Sree Kamalaya
Office at - 4 Hastings
Col - 27

[Signature]
Pharab. K.
10, old post
15
REGISTERED

Pramod K. Kanooi
S/o. Ramesh K. Kanooi
10, old Post office Street
Kalyan - 700001
Occupation - Service

Scanned
26/7/05

Company within the meaning of the Companies Act, 1956 having its registered office situated at Pratap Market, 2nd Floor, Sevoke Road, 2nd Mile, Siliguri-734 401 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 successor and/or successors-in-office /interest and assigns) of the **OTHER PART**:

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WHEREAS by an Indenture of Conveyance dated 31st day of May, 1954 made between Sourendra Mohan Sinha therein called the Vendor of the First Part, Kanoi Estates Pvt. Ltd., therein called as the Purchaser of the Second Part and Kanoi (India) Ltd. therein called the Confirming Party of the Third Part and registered at the Alipore Sadar Sub-registration office in Book No. 1, Volume No. 71, Pages 58 to 66 Being No. 3719 for the year 1954 the said Sourendra Mohan Sinha for the consideration therein mentioned granted sold, conveyed, transferred, assigned and assured unto the said Kanoi Estates Ltd., free from all encumbrances whatsoever All That brick built messuage tenement land hereditament and premises being Premises No. 4, Hastings Park Road, Alipore in the District of 24-Parganas within the municipal limits of the town of Kolkata .

AND WHEREAS by a registered Deed of Conveyance dated 30th day of December, 1960 made between Kanoi Estates Private Limited therein called the Vendor of the One Part and Ganeshbari Tea Company Private Limited therein called the Purchaser of the other part registered at Registrar of Assurances, Kolkata in Book No. 1, Volume No. 67, Pages 55 to 51 Being No. 1914 for the year 1961, the said Kanoi Estates Pvt. Ltd. for the consideration therein mentioned granted sold, conveyed, transferred, assigned and assured unto the

said Ganeshbari Tea Company Private Limited., free from all encumbrances whatsoever All That brick built messuage tenement land hereditament and premises together with piece and parcel of rent free land being Premises No. 4, Hastings Park Road, Alipore in the District of 24-Parganas.

AND WHEREAS by a registered Deed of Conveyance dated 28th march, 1969 made between Ganeshbari Tea Company Private Limited therein called the Vendor of the one part and Sree Kamakhya Tea Company Pvt. Ltd., the Vendor herein and therein called the Purchaser of the other part registered at the office of the Sub-Registrar of Assurance, Calcutta in Book No. 1, Volume No. 70 Pages 45 to 73 Being No. 1512 for the year 1969 for the consideration therein mentioned granted sold, conveyed, transferred, assigned and assured unto the said Sree Kamakhya Tea Company Private Limited., free from all encumbrances whatsoever All That the entirety of Premises No. 4, Hastings Park Road, Alipore Kolkata-700 027 containing by estimation an area of 1 Bigha 15 Cottahs 4 Chittacks and 23 Square feet be the same a little more or less together with all outhouses and structures standing thereon morefully and particularly mentioned and described in the First Schedule hereunder written (hereinafter referred to as the said premises).

AND WHEREAS Sree Kamakhya Tea Company Pvt. Ltd., the Vendor herein took loan from Punjab National Bank and secured the entire Premises by way of negative lien in favour of the Bank.

AND WHEREAS by a letter dated March 18, 2005 the said Punjab National Bank principally agreed to release 15 Cottahs of land be the same a little more or less

1

together with building and structure standing thereon fully mentioned in the
Second Schedule hereunder written.

AND WHEREAS by agreement dated 28th March, 2005 the Vendor has agreed
to sell and the Purchaser has agreed to purchase and acquire All That the divided
and demarcated portion of the said entire premises containing by estimation an
area of 14 Cottahs 11 Chittacks and 43 Square feet be the same a little more or
less together with the buildings and structures standing therein morefully and
particularly mentioned and described in the Second Schedule hereunder
written (hereinafter referred to as "the said portion") situation whereof is shown
in the delineated map or plan annexed hereto and bordered In Red thereon free
from all encumbrances, charges, liens, jispendens, attachments, trust,
whatsoever or howsoever for the consideration of Rs.2,62,00,000/- (Rupees Two
Crores and Sixty-two lacs only).

NOW THIS INDENTURE WITNESSETH as follows:

- I. That in pursuance of the said Agreement and in consideration of the said
sum of Rs.2,62,00,000/- (Rupees Two Crores and Sixty-two lacs only) to
be paid to the Vendor by the Purchaser on or before the execution of
these presents (the receipt whereof the Vendor doth nereby admit and
acknowledge and of and from the same and every part thereof doth
hereby acquit, release and for ever discharge the Purchaser and the
premises hereby conveyed and transferred) the Vendor doth hereby grant
sell, convey, transfer, assign and assure unto the Purchaser All That the
divided and demarcated portion of the said entire premises containing by
estimation an area of 14 Cottahs 11 Chittacks and 43 Square feet be the

same a little more or less together with the buildings and structures
standing thereon morefully and particularly mentioned and described in
the Second Schedule hereunder written and hereinafter for the sake of
brevity referred to as "the said portion" OR HOWSOEVER OTHERWISE
 the said premises or any part thereof now are or is or at any time or times
 heretofore were or was situate butted bounded called, known numbered
 described or distinguished **TOGETHER WITH** the ground or soil beneath
 the said boundary walls and all benefits and advantages of ancient and
 other lights, ways, paths, passages, pits, areas, fences, sewers, drains,
 ditches, water, watercourses, well trees, shrubs, gardens and all and all
 manner of the rights, liberties, easements, privileges, advantages,
 appendages and appurtenances whatsoever to the said portion or any
 part thereof belonging or in anywise appertaining thereto or which with
 the same or any part thereof now are or is or at any time or times
 heretofore were or was held used occupied enjoyed or reputed to belong
 or be in anywise appurtenant thereto and the reversion or reversions
 remainder or remainders And all the rents, issues and profits thereof and
 every part thereof And all the legal incidents thereof And all the estate
 right, title, interest use possession property claim and demand whatsoever
 both at law and in equity of the Vendor in to upon or in respect of the said
 premises and every part thereof And all deeds pottans muniments
 writings and evidences of title which in any wise relate to the said portion
 or any part thereof and which now are or may hereafter be in the custody
 possession or power of the Vendor or which the Vendor can or may
 procure from any person or persons without any action or suit
TOGETHER WITH the benefits and advantages of the covenant for

production of title deeds mentioned in the said conveyance **TO HAVE AND TO HOLD** the said portion And all and singular other the premises hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be with all rights members and appurtenances thereof unto and to the use of the Purchaser absolute and for ever and free from all encumbrances and liabilities whatsoever.

II. The Vendor doth hereby covenant with the Purchaser that the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises free from all encumbrances And That the Vendor has good right full power and 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 expressed so to be unto and to the use of the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents And That the Purchaser shall and will and may from time to time and at all times hereafter peaceably and quietly hold possess and enjoy the said portion and every part thereof and receive and take the rents, issues and profits thereof without any lawful eviction interruption disturbance claim or demand whatsoever from of or by the Vendor or my person or persons whomsoever And That free and clear and freely and clearly and absolutely acquitted exonerated and released or otherwise by and at the cost and expenses of the Vendor well and sufficiently saved defended kept harmless and indemnified of from and against all estates charges liens lispens debts, claims, demands attachments executions, encumbrances and liabilities whatsoever And Further That the Vendor and

all persons having or lawfully or equitably claiming any estate right, title and interest whatsoever in the said premises 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 costs of the Purchaser make do acknowledge and execute or cause to be made done acknowledged and executed all such acts deeds ,matters assurances and things whatsoever for further better and more perfectly and effectually granting and assuring the said portion and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required.

III. The Purchaser doth hereby agree and covenant with the Vendor as follows :

- i) That the right of the Purchaser shall remain restricted to the said Portion.
- ii) That the Purchaser shall not be entitled to claim any right over and in respect of the remaining parts and portions of the said premises and the Vendor shall be entitled to undertake development thereof by causing to be constructed thereon a new building and/or buildings on the said remaining portion without any interference and/or obstruction from the Purchaser or any person claiming through or under the Purchaser.
- iii) The Purchaser shall within three months from the date of execution of this indenture shall apply for separation and mutation of its name entirely at its own cost.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT brick built messuage or dwelling house tenements hereditaments and premises TOGETHER WITH the piece or parcel of rent free land or ground thereunto belonging and whereon or on part or parts whereof the same is erected and built containing an area of one Bigha Fifteen Cottahs Four Chittacks and Twenty-three Square feet more or less situate lying at and being premises No. 4, Hastings Park Road, Alipore, within the municipal limits of the town of Kolkata thana and Sub-Registry Alipore Holding No. 49, Mouza Alipore, Sahaban Bagicha in the District of 24-Parganas and butted and bounded

ON THE NORTH : By Belvedere Road;
 ON THE SOUTH : By Premises No. 5, Hastings Park Road,
 ON THE EAST : By Premises No. 22, Belvedere Road
 ON THE WEST : By Hastings Park Road

THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT the divided and demarcated appurtenant portion of the said premises No. 4, Hastings Park Road, Kolkata-700 027 containing by estimation an area of 14 Cottahs 11 Chittacks and 43 Square feet be the same a little more or less situation whereof is shown and delineated in the map or plan annexed hereto and bordered in Red thereon, butted and bounded-

ON THE NORTH :Part of Premises No. 4, Hastings Park Road,
 ON THE SOUTH :By premises No. 5, Hastings Park Road
 ON THE EAST :By premises No. 22, Belvedere Road
 ON THE WEST :By Hastings Park Road

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

SIGNED, SEALED & DELIVERED for and on behalf of SREE KAMAKHYA TEA COMPANY PRIVATE LIMITED by its Director RAMESH KUMAR KANOI at Kolkata in the presence

of:

- 1) *[Handwritten signature]*
- 2) Pranam Kumar Panda
10, Old Post office street.
Kolkata - 700001

[Handwritten signature]

SIGNED, SEALED & DELIVERED for and on behalf of TUSHITA BUILDERS PRIVATE LIMITED by its Director MRS. REKHA JAIN at Kolkata in the presence

of:

- 1) *[Handwritten signature]*
- 2) Pranam Kumar Panda.

TUSHITA BUILDERS PRIVATE LIMITED

Rekha Jain

Director

Received of and from the within named Purchasers the within mentioned sum of Rs.2,62,00,000/- (Rupees Two Crores Sixty-two lacs) only Being the full payment of Purchase price as per Memo below:-

Rs.2,62,00,000/-

MEMO OF CONSIDERATION

1. By a Cheque being No. 871804 dated 14th March, 2005 drawn on Citi Bank N.A. Calcutta paid to Punjab National Bank A/c. Sree Kamakhya Tea Company Pvt. Ltd. Rs. 1,00,00,000/-
2. By a Cheque being No. 871808 dated 11th May, 2005 drawn on Citi Bank N.A. Calcutta paid to Punjab National Bank A/c. Sree Kamakhya Tea Company Pvt. Ltd. Rs. 25,00,000/-
3. By a Cheque being No. 718250 dated 10th June, 2005 drawn on Punjab National Bank Lyons Range Branch, Calcutta Paid to Punjab National Bank A/c. Sree Kamakhya Tea Company Pvt. Ltd. Rs. 25,00,000/-
4. By a Cheque being No. 880015 dated 11th June, 2005 drawn on Punjab National Bank Lyons Range Branch, Calcutta Paid to Punjab National Bank A/c. Sree Kamakhya Tea Company Pvt. Ltd. Rs. 25,00,000/-
5. By Banker's Cheque being No. 045967 dated 13th June, 2005 drawn on Punjab National Bank Lyons Range Branch, Calcutta Paid to Punjab National Bank A/c. Sree Kamakhya Tea Company Pvt. Ltd. Rs. 32,00,000/-
6. By Banker's Cheque being No. 045968 dated 13th June, 2005 drawn on Punjab National Bank Lyons Range Branch, Calcutta Paid to Punjab National Bank A/c. Sree Kamakhya Tea Company Pvt. Ltd. Rs. 30,00,000/-
7. By a Cheque being No. 880016 dated 14th June, 2005 drawn on Punjab National Bank Lyons Range Branch, Calcutta Paid to Punjab National Bank A/c. Sree Kamakhya Tea Company Pvt. Ltd. Rs. 25,00,000/-

TOTAL:-

Rs. 2,62,00,000/-

(Rupees Two crores and Sixty Two lacs) only.

WITNESSES :

- 1) *[Signature]*
- 2) *Prasanna Kumar Panda*

[Signature]

Drafted by me

[Signature]

Advocate
High Court, Calcutta.

SPECIMEN FORM FOR TEN FINGERPRINTS






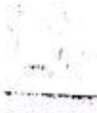




PHOTO		Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
							
		Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
							











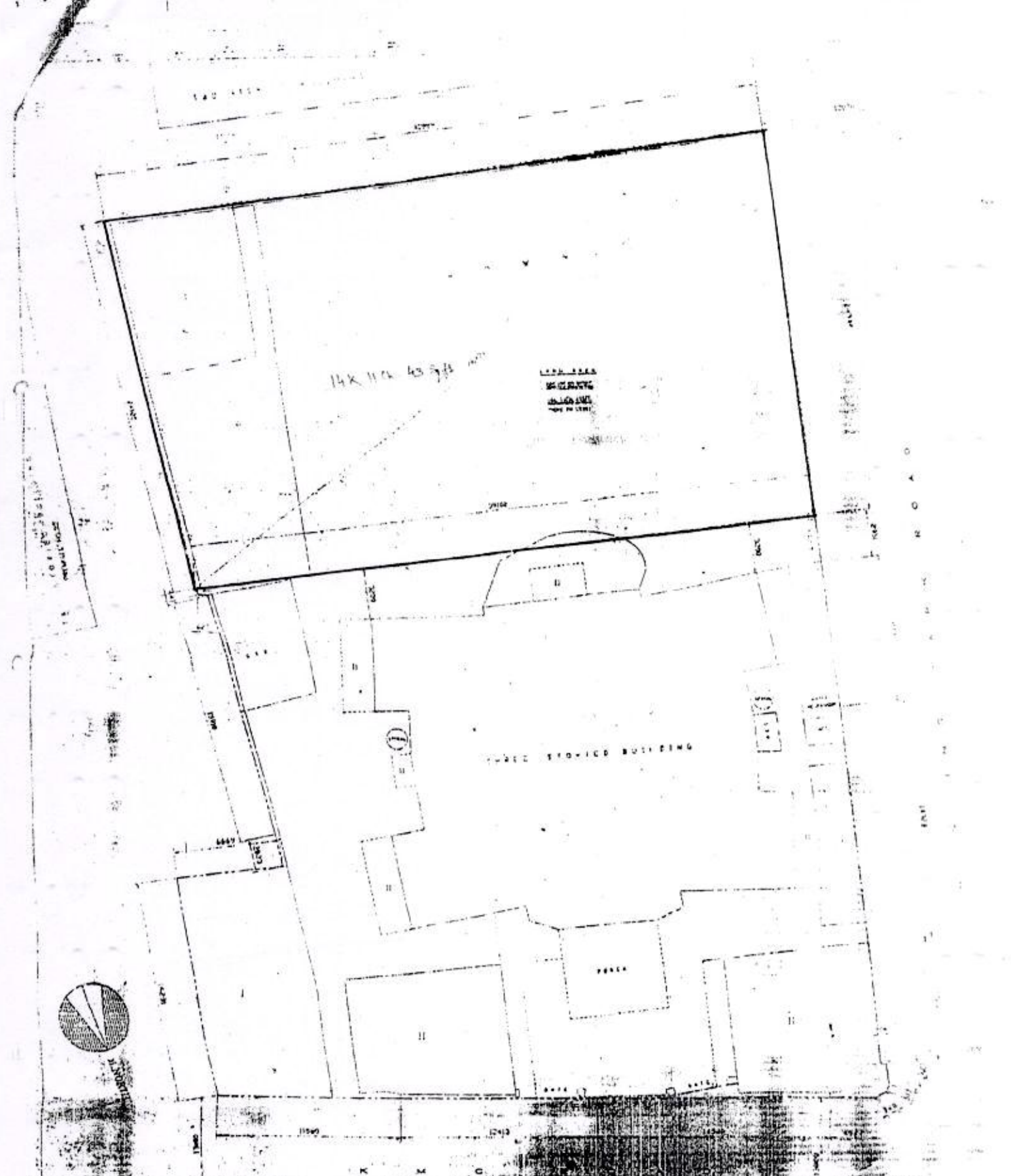
PHOTO		Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
							
		Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
							

PHOTO		Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
		Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

PHOTO		Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
		Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



KAMAKHYA TEA CO. (PVT.) LTD.

TUSHITA BUN... PRIVATE LIMITED

THE SURVEYOR GENERAL
 GOVERNMENT OF ASSAM
 DISPUR
 1950

TOPIAS AND ARMA
 ENGINEERS
 10, BANGALORE ROAD
 CALCUTTA

(Signature)
 Director/Executive
 authorized sign

Rekha Jain
 Director