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STAMP AFFIXED BY  
*H. S. S. S.*  
 STAMP SUPERINTENDENT,  
 CALCUTTA COLLECTORATE.

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THIS DEED OF SALE made this 23<sup>rd</sup> day of March, 1993  
BETWEEN (1) SANJAY KAPOOR (2) GAGAN KAPOOR both  
 sons of Late Omprakash Kapoor carrying on business at  
 917/6, Kucha Kabli Attar, Chandni Chowk, Delhi - 6,  
 hereinafter referred to as the VENDORS (which expression  
 shall unless excluded by or repugnant to the context be  
 deemed to include their respective heirs, executors,  
 administrators, representatives and assigns) of the ONE  
PART A N D PRASAD CASTINGS AND BUILDCON PVT. LTD., a  
 COMPANY incorporated under the Indian Companies Act, 1956  
 having its registered office at 21, Old Court House Street,  
 Calcutta hereinafter called the PURCHASER (which term  
 shall unless excluded by or repugnant to the context mean  
 and include its' successors in office, executors,  
 administrators, representatives and assigns) of the  
OTHER PART ; *H.T.*

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Sale + fee  
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11/30/14  
23rd March 1913  
Sanjoy Kapur  
me/educant



*[Signature]*  
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*[Signature]*

1) Sanjoy Kapur  
2) Gagan Kapur  
Both are late - Comprokash  
Kapur at 917/6 Kucha  
Khalil Ahl-e-Deen  
Chowk Delhi - 6.

Sanjoy Kapur

1900

Sanjoy Kapur

1901

Gagan Kapur

*[Signature]*  
C.S. Himayat  
Advocate High  
Court.

C.S. Himayat, Advocate  
High Court,

*[Signature]*  
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WHEREAS by a Sale Deed dated 24th March, 1962 duly registered at the office of the Registrar of Assurances, Calcutta and recorded in Book No.1, Volume No.64, Pages 107 to 116, Being No. 1538 for the year 1962 Govardhandas Kapoor since deceased the predecessor in interest of the Vendors herein and Ramkishan Seth, Satpal Seth, Kanwal Kishore Seth, Chamanlal Seth and Harbhajanlal Seth jointly purchased from Lalit Mohan Bhattacharya and another for the consideration therein mentioned a piece of Rayati-Sthitiban land measuring 0.85 dec. comprised of plot No. 426 of Khatian No. 59 and another piece of Rayati-Sthitiban land measuring 0.23 dec. comprised of plot No.429 of Khatian No. 216 situate in Mouza Ghoramara, Thana Serampore in the District of Hooghly and more particularly described in the Schedule hereunder written ;

AND WHEREAS by a Sale Deed dated 24th March, 1962 duly registered at the office of the Registrar of Assurances, Calcutta and recorded in Book No.1, Volume No. 38, Pages 291 to 298, Being No. 1539 for the year 1962, the said Govardhandas Kapoor since deceased and the aforesaid five persons jointly purchased from Smt. Mahamaya Debi for the consideration therein mentioned a piece of Rayati-Sthitiban land measuring 0.78 dec. out of 1.56 acres comprised of plot No.437, Khatian No. 144 situate in Mouza Ghoramara, Thana Serampore in the District-Hooghly and more particularly described in the schedule hereunder written ;

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AND WHEREAS by a Sale Deed dated 27th May, 1964 duly registered at the office of the Registrar of Assurances, Calcutta and recorded in Book No.1, Volume No.92, Pages 269 to 276, Being No. 2969 for the year 1964, the said Govardhandas Kapoor since deceased and the aforesaid five persons jointly purchased from one Dharendra Nath Ghosh for the consideration therein mentioned a piece or parcel of Rayati-Sthitiban land measuring 5 Bighas 4½ cottahs and 2.60 chittacks comprised of plot No. 438 Khatian No. 158 situate in Mouza Ghoramara, Thana Serampore in the District of Hooghly and more particularly described in the Schedule hereunder written ;

AND WHEREAS by a Sale Deed dated 12th July, 1968 duly registered at the office of the Sub-Registrar, Serampore and recorded in Book No.1, Volume No.81, Pages 260 to 263, Being No. 6433 for the year 1968, the said Govardhandas Kapoor since deceased and the aforesaid five persons jointly purchased from Smt. Basanti Devi for self and as natural guardian of her minor son Ashok Kumar Singh, minor daughters Maya Debi and Raj Dulari Debi for the consideration therein mentioned a piece or parcel of Rayati-Sthitiban land measuring 0.0225 dec. comprised of Plot No.439, Khatian No. 201 situate in Mouza Ghoramara Thana Serampore in the District of Hooghly and more particularly described in the Schedule hereunder written ;

AND WHEREAS Govardhandas Kapoor grand father and



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predecessor in interest of the vendors ~~MS~~ herein purchased undivided 9/32 part or share in the land mentioned as aforesaid.

AND WHEREAS the said Govardhandas Kapoor died intestate on 30.11.1992 leaving behind him the vendors herein as his legal heirs and successors being the sons of his only son Late Omprakash Kapoor who predeceased him long back ;

AND WHEREAS the vendors are thus jointly seized and possessed of and/or otherwise well and sufficiently entitled to having undivided share or interest to the extent of 28.125% part or share in all those pieces or parcels of sali land containing a total area of 3.61 acres a little more or less comprising of plot Nos. 426, 429, 437, 438 and 439 situate in Mouza Ghoramara Police Station Serampore in the District of Hooghly.



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AND WHEREAS by a Memorandum of Agreement dated the 9th day of August, 1981 the Vendor and his other- co-owners agreed to sell to one Thakur Prasad since deceased, the father <sup>of Ajit Prasad one of the Directors</sup> of the Purchaser, free from all encumbrances ALL THOSE pieces or parcels of Sale Land being Plot Nos. 425, 426, 429, 437, 438 and 439 comprised of Khatian Nos. 46, 138, 144, 149 and 158 containing a total area of 13 Bighas and 1 cottah equivalent to 4.32 acres be the same a little more or less situate in Mouza Ghoramara, and more particularly described in the Schedule hereto (hereinafter called the said property at or for the total price of Rs.3,50,000/- (Rupees three lacs and fifty thousand only) and the said Thakur Prasad paid Rs.2,00,000/- (Rupees two lacs) only as and by way of earnest money and/or part payment of the consideration to the Vendors.

AND WHEREAS the said Thakur Prasad after prolonged sickness died intestate on the 25th August, 1983 before completion of the intended transaction of sale leaving behind him his three sons SRI ARVIND KUMAR, SRI ASHOK KUMAR and SRI AJIT KUMAR and his only widow SMT. SUKHABASI DEBI, since deceased as his legal heirs who are now entitled to complete the aforesaid sale.

AND WHEREAS the aforesaid legal heirs of Thakur Prasad since deceased have nominated and appointed the Purchaser for the ~~the vendors' 28.125% part or share in plots No.426, 429, 437, 438 and 439 measuring 3.61 acres at a price of Rs.82,000.00 (Rupees eighty two thousand) only and intimated~~ absolute purchase inter alia of the vendors' 28.125% part or share in plots No.426, 429, 437, 438 and 439 measuring 3.61 acres at a price of Rs.82,000.00 (Rupees eighty two thousand) only and intimated the same to the vendors by their letter dated 19.3.1993 accordingly.

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AND WHEREAS the vendors have now agreed to sell and the purchaser has agreed to purchase the undivided 28.125% part or share of the vendors in the said land (more fully described and mentioned in Schedule hereunder written) at or for the price of Rs. 82,000-00 (Rupees *eighty two thousand*) only free from all encumbrances.

NOW THESE PRESENTS WITNESSETH :

I. In Pursuance of the said Agreement and ~~and~~  
*OK* in consideration of the total sum of Rs. 82,000-00  
*OK* representing the undivided 28.125% part or share of the vendors paid by the Purchaser to the Vendors on or before the execution of these presents (the receipt whereof the Vendors do hereby as well as by the receipt hereunder written admit and acknowledge and of and from the payment of the said and of every part thereof the Vendors do hereby acquit release and discharge the purchaser and the said land and every part thereof) the Vendors do hereby grant transfer convey assign and assure unto the Purchaser ALL THAT their undivided 28.125%

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share or part of the said piece or parcels of land hereinafter more particularly described in the Schedule hereto TOGETHER WITH paths passages walls enclosures trees woods fences hedges ditches tanks ponds water courses wells sewers drains rights liberties privileges easement benefits advantages and appurtenances thereunto belonging or in anywise appertaining to or with the same or any part thereof usually held used occupied enjoyed or reputed to belong or be appurtenant thereto or known as part or parcel thereof and all the estate right title and interest property claim and demand whatsoever of the vendors into out of or upon the said property or any or every part thereof And All deeds pattahs muniments writings instruments and evidences of title whatsoever exclusively relating to the same which now are or hereafter shall or may be in the custody power or possession of the vendors or any person or persons from whom it can or may procure the same without action or suit TO HAVE AND TO HOLD the said property and every part thereof and all other the premises herein comprised and hereby granted transferred conveyed assigned and assured or expressed or intended so to be unto and to the Purchaser absolutely and for ever free from all encumbrances whatsoever.

II. The Vendors do hereby covenant with the Purchaser as follows :-

1. The interest which they profess to transfer subsists



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and that they have good right absolute authority and full power to grant transfer convey assign and assure and the said property and every part thereof respectively unto the purchaser in manner aforesaid.

2. It shall be lawful for the Purchaser from time to time and at all times hereafter to quietly enter into and upon the said property and every part thereof and to enjoy the said property without any interruption claim or demand whatsoever by the Vendors or any person or persons whatsoever.

3. The said property is freed and discharged from or otherwise by the Vendors sufficiently indemnified against all and all manner of encumbrances claims and demands ~~the~~ whatsoever created occasioned or made by the vendors or any person or persons claiming under or through them.

4. The Vendors and every person or persons having or lawfully claiming any estate right title or interest into or upon the said property or any part thereof shall and will at all times hereafter upon every reasonable request and at cost of the purchaser make do acknowledge execute and perfect all such further and other lawful and reasonable acts deeds assurances matters and things whatsoever for further better and more perfectly assuring the said property unto the Purchaser in manner aforesaid



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as shall or may be reasonably required by the Purchaser.

5. The Vendors shall at the cost of the Purchaser give and render all facilities and assistance to the Purchaser for the purpose and join in all applications and documents for the purpose of mutation and/or apportionment of rents as may be required by the Purchaser.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT undivided 28.125% share or part of the piece or parcel of Sali land which is still under cultivation having Rayati-Sthitiban interest containing an area of 3.61 acres more or less situate and lying in Mouza Ghoramara, Police Station Serampore ; Parganas - Boro ; Sub-Registry - Serampore ; J.L.No.16, Revenue Survey No. <sup>957</sup>~~957~~, Touzi No. 3989 in the District of Hooghly and comprised under Khatian Nos. Dag Nos. as per particulars below :-

Sl. No.	Khatian No.	Dag No.	Area	Annual Rent payable to Govt. of W. B.	Boundaries
I.	59	426	0.85 acres (2B, 11K, 5Ch, & 25 sft) more or less	Total Rs. 6.37p.	North : By Plot Nos. 422 & 427 South : By Plot Nos. 425 & 437 (Part) East : By Plot No. 437 West : By Plot Nos. 423 & 424.

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Sl. No.	Khatian No.	Dag No.	Area	Annual Rent payable to Govt. of W. B.	Boundaries
	216 ✓	429 ✓	0.23 acres or 13K & 14 Ch, more or less	1.59	North : By Guru Garden Road. South : By Plot No.437 East : By Plot No.430 West : By Plot No.428
II.	144 ✓	437 ✓	0.78 acres (½ sh. in 1.56) or 2B, 7K, 10Ch & 39 sft, more or less	3.50	North : Plot Nos.427 & 429 South : Plot No.438 East : Plot Nos.439 & 437 (Part) West : Plot Nos.425 & 437 (Part)
III.	158 ✓	438 ✓	1.73 acres or 5B-4-1/2 K & 3.60 ch. more or less	4.50	North : By Plot No.437 South : By Plot Nos.440 441 & 445 East : By Plot No.448 West : By plot Nos. 425 & 439.
IV.	201 ✓	439 ✓	0.0225 acres or 1K, 5Ch, more or less	0.50p.	Western Portion forming out of 0.4 ½ which is on the Eastern part of the dag.

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}
 sold area is \_\_\_\_\_ acre out of the total land 3.61 acres representing the undivided 28.125% part ~~of~~ or share of the Vendor.

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-: 11 :-

IN WITNESS WHEREOF the Vendor has hereunto set and subscribed his hand and seal the day month and year first above written ;

SIGNED SEALED AND DELIVERED

by the abovenamed Vendors

in the presence of :-

C. S. Hircawat, Advocate /  
10, K. S. Roy Road  
Calcutta-1.

P. K. Basu,  
Advocate

Sanjay Kapur

Gagan Kapur



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~~REGISTERED COPY~~  
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Received by the abovenamed Vendors the withinmentioned consideration money of Rs.82,000/- (Rupees eighty two thousand) only paid by the purchaser as per Memo of Consideration below :-

MEMO OF CONSIDERATION

Paid on 9.8.81 by Bank cheque No.

1015/389904(75A 389904) dated 8.8.81

issued by Grindlays Bank Limited, 21A,

Shakespeare Sarani, Calcutta - 700 017

being the earnest money

Rs. 48,000.00

Paid on 23.3.93 by two drafts  
no. 007580 and 007583 both  
dated 23.3.93 issued by Punjab and Sind Bank  
for Rs. 17,000/- each  
Balance

being the balance of the consideration

Rs. 34,000.00

Rs. 82,000.00

(Rupees eighty two thousand only)

WITNESS :

C. S. Hircawat, Advocate

D. H. Anand, Advocate

Sanjay Kumar  
Gagan Kumar

Typed by :-

R. N. MAITY  
10, K. S. Roy Road,  
Calcutta - 1

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REGISTERED (1) OF  
MADRAS  
23-3-93



11/14  
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DATED THIS 2nd DAY OF MARCH 1993

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BETWEEN

- (1) SANJAY KAPOOR &  
(2) GAGAN KAPOOR..... VENDORS

AND

PRASAD CASTINGS AND BUILDCON PVT.  
LTD.....PURCHASER



23-3-93

DEED OF SALE

Mr. C. S. Hirawat,  
Advocate,  
10, K. S. Roy Road,  
Calcutta-700001

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