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CALCUTTA COLLECTORATE.

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THIS DEED OF SALE made this 232 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 AND PRASAD CASTINGS AND BUILDOON PVT. LTD., a COMP ANY 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 :

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230d hauch of Sanjoy Kapan me ledecutant 1 Jahan Kapan 23.3.93 1) Sanjoy Kapun 1900 Jansan Kappur Both so dale Compositionsh Kapur at 917/6 Kucha Habii Att an chandni closex Delhi- 6. 1901 .s. Stippendet ·S. Hirauat, Advocat High Court, Advicate stee

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 decout 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;





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 Dhirendra 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 WHEFEAS 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
Gontd...4





purchased undivided 9/32 part or share in the land mentioned as aforesaid.

AND WHERE AS the said Govardhandas Kapoor

died intestate on 30.10.1992 leaving behind him

the vendors herein as his legal heirs and successors

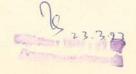
being the sons of his only son Late Omprakash Kapoor

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 Presad since deceased, the father 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.

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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 only free from all encumbrances.

NOW THESE PRESENTS WITNESSETH :

In Pursuance of the said Agreement and in consideration of the total sum of Rs. 82,800 - 00 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 TOBETHER 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 wendors 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: -

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 or 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 Gontd...8



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as shall or may be reasonably required by the Purchaser.

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

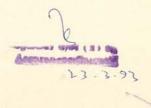
ALL THAT undivided 28.125% share or part of the piece or parcel of Sali land which is still under cultivation having Rayati-Sthitiban interest containing an area of 3.61 acres more or less situate and lying in Mouza Ghoramara, Police Station Serampore; Parganas
Boro; Sub-Registry - Serampore; J.L.No.16, Revenue
Survey No. 257, Touzi No. 3989 in the District of Hooghly and comprised under Khatian Nos. Dag Nos. as per particulars below:-

60.1.		No.	No.	Are a Annual Boundaries Rent payable to Govt. of W. B.				
	I.	59		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.	

East : By Plot No.437 West : By Plot Nos. 423 & 424.

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	S1. No.	Khatian No.	No.	Area	Annual Rent payable to Govt of W.B.		undaries
		216	429	0.23 acres or 13K & 14 Ch, more or less	1.59	North	: By Guru Garden Road.
1						South	: By Plot No.437
						East	: By Plot No.430
			/			West	: By Plot No.428
	II.	144	437	0.78 acres (½sh.in 1.56) or 2B,7K,10Ch & 39 sft.more or less	า	North	: Plot Nos.427 & 429
						South	: Plot No.438
1						East	: Plot Nos.439 & 437 (Part)
						West	: Plot Nos.425 & 437 (Part)
8.	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
1.0.8.						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,5Gh, more or less	0.50p.	formi 0.4 ½ on th	rn Portion ng out of which is e Eastern of the dag.

sold area is acre out of the total land 3.61 acres representing the undivided 28.125% part mfx* or share of the Vendor.





IN WITNESS WHEREOF the Vendor has hereunto set and subscribed his hand and seal the day month and year first above written : Sanjay Kapur Gagar Kapur

SIGNED SEALED AND DELIVERED

by the abovenamed Vendors

in the presence of :-

C. S. Horawet, Advant Calcutta-1.

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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 doth wis. 007582 form dated 23.3.93 issued by Panight & Sim Bank for the 17000/ each the consideration

Rs. 82,000.00

(Rupees eighty two thousand only)

WITNESS: C.S. Hirawet, Advocate N. H. A. R. Daveali Sanjay Kapur-

Typed by:
N.XON

R.N.MAITY

10,K.S.Roy Road,

Calcutta - 1



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DATED THIS 23 DAY OF MARCH 1993

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BETWEEN

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

AND



DEED OF SALE

Mr.C.S.Hirawat, Advocate, 10,K.S.Roy Road, Calcutta_700001

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