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23.3.93 THIS DEED OF SALE made this 220 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, Chandnichowk, Delhi - 6 (3) HARBHAJAN LAL SETH son of Late Ramkishan Seth Hindu. marchant and land-holder residing at 12, Lower Range, Calcutta, (4) CHAMANLAL SETH son of Late Ramkishan Seth

Hindu marchant and landholder residing at 17/1B, Madhuhan Building, Alipore Road, Calcutta, (5) KANWAL KISHORE SETH son of Late Ramkishan Seth Hindu merchant and landholder residing at 17/1B, Madhubah Building, Alipore Road, Calcutta and (6) SATPAL SETH son of Late Ramkishan Seth

Hindu marchant, residing at 7B, Old Jail Road, Amritsar,

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 ONEPART

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21 Gagan Kapur So Bolli 810 hali 6m poukast Saryay Kapun Kapuri at 917/6, Kucha 1966 Kabli Attar chandon 2 Sayay Kapun chouex. Delhi 6. 1771. Gagar Kepur 1901 de fàle c.s. Herawal, Advocate C.S. Iderawat High Court Advocate street 23.3.93

A N D PRASAD CASTINGS AND BUILDCON PVT.ITD. 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;

WHEREAS by a Sale Deed dated 30th September,

1964 duly registered at the Office of the Registrar of
Assurances, Calcutta and recorded in Book No. 1 Volume

no. 182 pages 99 to 105 being no. 5727 for the year 1964

the vendors (3) to (6) herein and Golfardhan Dark Kapoor

since deceased predecessor in interest of Vendor Nos.

(1) and (2) purchased from Chandra Bhushan Chatterjee

for the consideration therein mentioned a piece of

Rayati Sthitiban interest measuring 0.71 acre of Sali land

comprised of plot no. 425 of Khatian no. 46, Touzi No.

3989 J.L. No. 16, R.S. No. 957 under Pargana Boro,

Mouza Ghoramara, Sub-Registry and Thana Serampore in

the District of Hooghly and more particularly described

in the Schedule hereunder written.

AND WHEREAS Govardhandas Kappor grand father and predecessor in interest of the vendor nos. (1) and (2) purchased undivided 9/32 part or share and the vendor nos. (3) to (6) purchased one fourth part each of the remaining 23/32 part or share.

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AND WHEREAS Govardhandas Kapoor died intestate on 30.11.1992— leaving behind him the vendor Nos.1 and 2 as his legal heirs and successors being the sons of his only son late Omprakash Kapoor who predeceased him longback.

AND WHEREAS the vendors are thus absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that piece/or parcel of Sali land containing a total area of 0.71 acres a little more or less comprised of plot No.425 situate in Mouza Ghoramara P.S. Serampore in the District of Hooghly.

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 of the Purchaser, free from all enumbrances ALL THOSE pieces or parcels of Sali 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
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sickness died intestate on the 25th August, 1983 before completion of the intended transaction of sale leaving behind him his three sons SRI ARVAND KUMAR, SRI ASHOK KUMAR and SRI AJUT 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 absolute purchase inter alia plot No. 425 measuring .71 dec. at the total price of Rs.58,000.00 on payment of the total consideration money of the said plot of land and intimated the same to the vendors by their letter dated

AND WHEREAS the said vendors have now agreed to sell and the purchaser has agreed to purchase the said land (more fully described and mentioned in Schedule hereunder written) at or for the price of Rs.58,000.00 (Rupees fifty eight thousand) only free from all encumbrances.

NOW THESE PRESENTS WITNESSETH as follows :-

In consideration of the premises and the said agreement and the said sum of Rs.58,000.00 (Rupees fifty Sight thousand) only to the vendors paid by the purchaser (the receipt whereof the vendors do hereby and also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof acquit release and discharge the said purchaser and the said land and every part thereof) they the vendors do hereby grant sell convey transfer and assign and assure unto the purchaser ALL THAT piece or





parcel of land hereinafter more particularly described in the Schedule hereunder written and held in Rayati Sthitiban Rights situate in Mouza Ghoramara, Pargana A Boro, Thana and Sub-registry office-Serampore, in the District of Hooghly TOGETHER WITH all recht liberties easements privileges appurtenances trees fences ledges ways paths ditches passages waters water courses advantages privileges emoluments and appendages whatsoever to the said plot of land belonging or in anywise relating or appertaining or usually held or occupied therewith or reputed to belong or be appurtement thereto or HOWBOEVER OTHERWISE butted bounded called known numbered described or distinguished and all the incidents of tenancy and the remainder or remainders or reversion or reversions and all the estate right title interest property claim demand inheritance use trust or possession whatsoever of the vendors thereunto belonging and all the rents issues and profits thereof and every part thereof and all the pattahs documents muniments writtings and evidences of title relating to the said plot of land TO HAVE AND TO HOLD the same and every part thereof unto and to the use of the purchaser absolutely and for ever and free from all encumbrances and liabilities whatsoever subject to the incidents of tenancy and payment of the stipulated annual rent to the State of West Bengal.

2. The vendors do hereby covenant with the purchaser (1) That the vendors are the owners of the land Contd...6.



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being No. 425 in Touzi No. 3989 Khatian No. 46 of Mouza Ghoramara aforesaid and (2) That the said plot of land is free from all encumbrances liabilities attachments executions lispendens debts and executions and (3) That the vendors have upto the date of these presents paid all rents taxes cesses and all other outgoings in respect of the said plot of land and the relative tenancy in respect of the said plot of land is in full force and effect and has not been surrendered forfeited and or rendered void or voidable and all the terms conditions and stipulations on the part of the vendors as tenants under the State of West Bengal have been fully observed and performed and (4) that the purchaser shall from time to time and at all times hereafter peaceably and quitely hold possess and enjoy the said plot of land and (5) that the vendors and all persons making any claim lawfully or equitably for title or interest to the said plot of land or any part thereof x shall at all times hereafter upon any reasonable request at the cost of the purchaser do and execute or cause to be done and executed all such lawful acts deeds and things whatsoever for further better and more perfectly and effectfully or satisfactorily conveying and assuring the said plot of land and every part thereof to the purchaser according to the true intent and meaning of these presents and (6) That the vendors have not done or executed or suffered any act deed or thing or knowingly suffered or been party

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or privy to any act deed or thing whereby or by means or reasons whereof the vendors are prevented from conveying or assuring these premises or by means or reasons whereof the said plot or any part thereof may be in anywise tharged encumbred or prejudicially affected in estate or title or howsoever otherwise.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT the piece or parcel of 'Sali' Land measuring 0.71 acres holding the same in sthithiban right under the Govt. of West Bengal fully described in the Revisional Settlement record of right proposed by the Govt. of West Bengal, comprised of Dag No. 425 in Khatian No. 46 Touzi No. 3989 J.L. No. 16, Revenue Survey No. 957 under Parganas Boro situate in Mouza Ghoramara, Sub-Registry and Thana Serampore in the District of Hooghly butted and bounded on the North by Dag No. 426, on the South by Dag No. 438 on the East by Dag No. 39 and 437 on the West by the boundary line of Mouza Satghara, in haspect of which an Annual rent payable to Government of West Bengal, Rs. 1.58 (Rupees one and fifty eight paise) only out of the total rent of Rs. 6.00 along with the anhual cass payable to the Government of West Bengal. The said land is still being used for agriculatural purpose.

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IN WITNESS WHEREOF the vendors have hereunto set and subscribed their hands and seals the day month and year first above written:

SIGNED SEALED AND DELIVERED Savgay Kapun

by the abovenamed VENDORS

in the presence of:
C. S. Hicanost Abrocat 13 Har Bungai Co Cent

10, K. S. Roy Road 15 Church Lie Car.

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Received by the abovenamed Vendors the withinmentioned consideration money of Rs.58,000/- (Rupees Fifty eight 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. 33,000.00

Paid on 23.3.93 by laso doughtons, 556699 7556698 for h, 4094200 each holi dated 23.3.93 issued by Prufal & Sino bank Bolonce ley Cosh

being the balance of the consideration

Rs. 25,000.00

Total:

Rs. 58,000.00

(Rupees fifty eight thousand only)

WITNESS:

Sanyany Kapun

C.S. Hisawet, Asvocet or Gagan Kapun

Mind Bla. Adv.

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Typed by:
R.N.MAITY,

10,K.S.Roy Road,

Calcutta - 1





DATED THIS Q30 DAY OF MARCH, 1993

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BETWEEN



- (1) SANJAY KAPOOR
- (2) GAGAN KAPOOR
- (3) HARBHAJAN LAL SETH
- (4) CHAMANLAL SETH
- (5) KANWAL KISHORE SETH
- (6) SATPAL SETH

· · · VENDORS

AND

PRASAD CASTINGS AND BUILDON PVT.LTD.

PURCHASER



DEED OF SALE

23.3.53

Mr. C.S. Hirawat,

Advocate,

10, K.S. Roy Road,

Calcutta - 700 001.