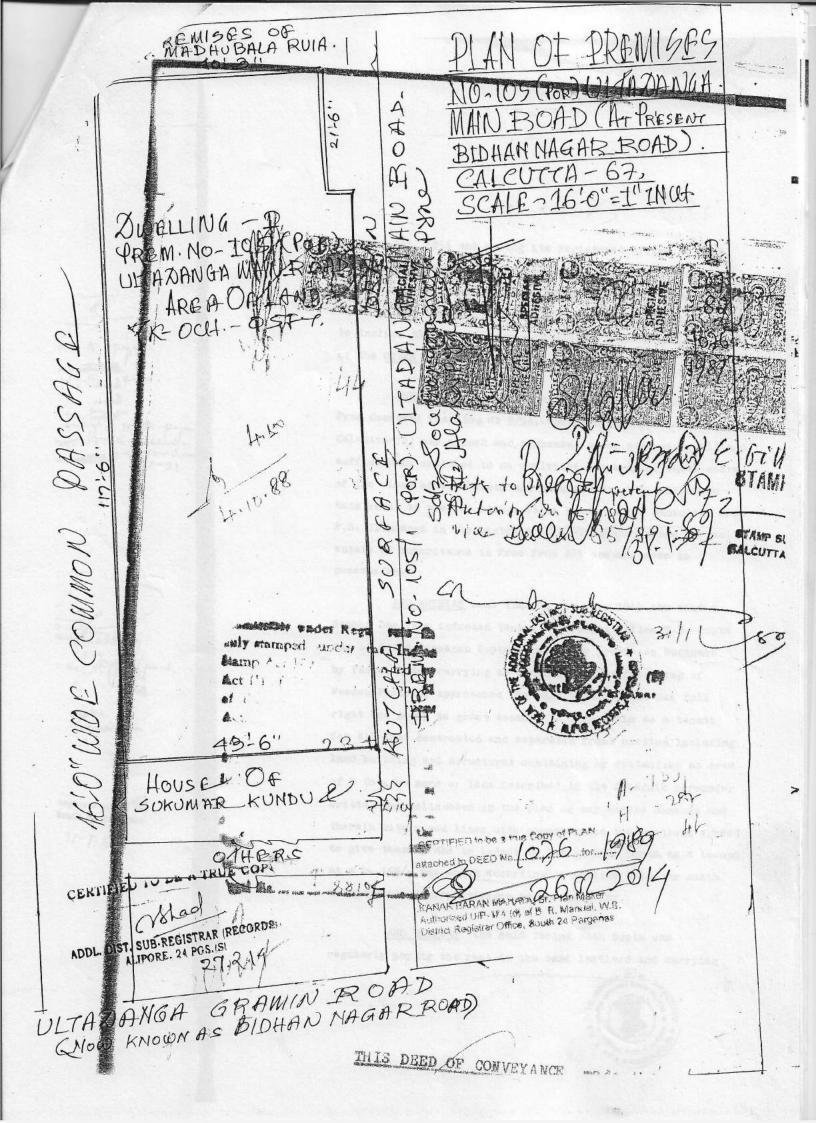


hereinafter called 'the VENDORS' (which expression shall uninclude their respective heirs executors administrators less excluded by or repugnant to the context be deemed to representative and assigns) of the ONE PART AND M/S. T.N. GUPTA PRIVATE LIMITED a Company within the meaning of the



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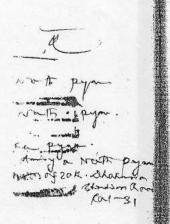


Company Act, 1956 and having its Registered Office at 28-B, Shakespeare Sarani, Flat No. 3-G, (3rd floor), Calcutta-71, hereinafter referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the context be desmed to include their respective successor or successor-in-assigns) of the OTHER PART.

WHEREAS Late Sambhu Das Pyne son of Surendra Lal Pyne deceased residing at 9/5A, Surendra Lal Pyne Lane, Calcutta-12, was seized and possessed of or otherwise well and sufficiently entitled to an undivided property or equal share of the land hereditaments and premises No. 105, Ultadanga Main Road, at present Bidhan Nagan Road, in the Municipal Area P.S. Ultadanga in the District of 24-Parganas-as and for as entate of inheritance in free from all encumbrances in possession.

AND WHEREAS some time in the year 1948 the said
Sambhu Das Pyne inducted Tarini Nath Gupta alias T.N. Gupta
son of Ganga Prasanna Gupta deceased by provision business
by faith Hindu, carrying on business of Manufacturing of
Wooden Products approached the said Landlord who has full
right and power to grant tenancy to induct him as a tenant
for all that demarcated and separated front portion including
land building and structures containing by estimation an area
of 7 Cottahs more or less described in the Schedule hereunder
written and delineated in the plan or map hereto annexed and
therein within red lines with appurtenance the landlord agreed
to give tenancy and to induct to Tarini Nath Gupta as a tenant
at a Rs. 165/- per month according to English Calendar month
and payment of proportionate corporation Tax.

AND WHEREAS the said Tarini Nath Gupta was regularly paying the rent to the said landlord and carrying





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on the said business of manufacturing of machinery and Plywood.

AND WHEREAS the said Tarini Nath Gupta died on 26th February, 1965.

AND WHEREAS during his life time the said Tarini Nath Gupta converted the said business at the premises No. 105, Ultadanga Main Road, Calcutta into a Private Limited Company under the name and style of M/s. T.N. Gupta (Pvt.) Ltd.

AND WHEREAS after the death of T.N. Gupta, Sri
Ranabir Gupta (Managing Director) of T.N. Gupta Pvt. Ltd. was
regularly paying the rent to the landlord and continue to
carry on the said business at and from the said separated and
demarkated portion of the said portion of the said premises
No.105, Ultadanga Main Road, at present Bidhan Nagar Road,
Calcutta-67, containing more or lass 7 Cottans of land hereditament messuage, structure and premises.

AND WHEREAS by a Deed of Gift said Sambhu Das Pyne dated 1st December, 1971 granted and conveyed or expressed an intended to and unto the said 'NONEE' ALAKA PYNE free from all encumbrances ALL THAT his undivided property or equal share of and in all that the land hereditaments and premises No. 105, Ultadanga Main Road at present Bidhan Hagar Road, in the Municipal Area of Calcutta-67, P.S. Ultadanga in the District of 24-Parganas more particularly described in the first schedule hereunder written together with structure hering belenging to the Donor and all erections compound ancient and otherlights walls ways path passages sewers drains,





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ponds walls, water courses and all manner or right liberties priviledges easement benefits advantage a appendages and appurtenances whatsoever to the said property or equal share of the said land hereditaments and premises or any part thereof belonging or in anywise appertaining or with the same or any part thereof now are or heretofore were used occupied or enjoyed as the part and parcel thereof and the rents issues and profits of the said undivided property or equal share thereof and all the estate right title interest property claim and demand whatsoever both at law and in equity of him the donor into and upon the said undivided property or equal half part of share of the said land hereditament and premises and two deeds exclusively relating to the said land, hereditaments and premises No. 105, Ultadanga Main Road at present Bidhan Nagar Road, Calc utta-67 and in possession of the Donor being the lease dated the 18th day of May, 1967 and the lease dated the 4th day of January, 1964.

AND WHEREAS by a Deed of Gift dated 25th day of November, 1971 said Donor Sambhu Das Pyne granted and conveyed or expressed and intended to and unto the said Dones Soumendra Nath Pyne son of Amiya Nath Pyne, a minor under the minor age of 18 years represented by his father and natural guardian the said Amiya Nath Pyne son of Sambhu Das Pyne and residing with him at No. 67A, Sri Gopal Mullick Lane in the town of Calcutta, faith Hindu student hereinafter called the 'DONEE' (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) of the OTHER PART.

AND WHEREAS the Donor is absolutely seised and



possessed or otherwise well and sufficiently entitled to the said land hereditaments and premises No. 105, Ultadanga Main Road, at present Bidhan Nagar Road, in the Municipal Area of Calcutta-67, P.S. Ultadanga in the District of 24-Parganæs as and for an estate of inheritame in free simple in possession or and an estate equivalent thereto free from all encumbrances.

AND WHEREAS the Donee is the Donor's grand-son and the Donor has natural love and affection for the Donee.

AND WHEREAS the Donor desires to make an absolute Gift of an undivided property or equal share of the said land hereditaments and premises No. 105, Ultadanga Main Road, at present Bidhan Nagar Road, unto the Donee in consideration of his natural love and affection for the Donee am all manner of rights liberties privileges easements benefits advantages and appurtenance whatsoever to the said property or equal share of and in the said land hereditaments and premises and two deeds exclusively relating to the said land, hereditaments and premises No. 105, Ultadanga Main Road at prosent Bidhan Nagar Road and in possession of the Donor being the lease dated the 18th day of May, 1967 and the lease dated the 4th day of January, 1964.

AND WHEREAS the said Deed of Gifts dated 25th day of November, 1971 and dated 1st December, 1971 to Sri Soumen-dra Nath Pyne and Smt. Alaka Pyne by said Landlord Sambhudas Pyne, Sri Rarabir Gupta, Managing Director of T.N. Gupta Private Ltd. was paying rent month to month the said Smt. Alaka Pyne and Sri Soumendra Nath Pyne who by the time has attended majority.

AND WHEREAS the said landlord have been approached



by the Vendor, for purchase of their tenanted property consisting of building and structures in delapidated condition and the said landlord and landlady have agreed to sell the said premises under tenancy measuring 7 Cottahs of land being the separated and demarcated portion of 105, Ultadanga Main Road, at present Bidhan Nagar Road, Calcutta-67.

AND WHEREAS the Lamilord have agreed to sell and the purchaser has agreed to purchase the said land hereditaments measuage and land measuring by estimation more or less 7 Cottahs being separated and demarcated portion of 105, Ultadanga Main Road, at present Bidhan Nagar Road, Calcutta-67 morefully and clearly written and described in the schedule hereunder written with all structures appertances fixtures and fittings all rights of masements appertance thereto and for consolidated price of Rs. 70,000/- (Rupees Seventy thousand only).

NOW THIS INDENTURE WITNESSETH as follows :

tion paid by the purchaser to the Vendors as and by way of full payment of consideration money being sum of Rs. 70,000/(Rupees Seventy thousand) only paid by the purchaser to the Vendors on or before the execution of these presents (the receipt whereof the Vendors do and each of them doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from pum payment of the same and every part thereof doth hereby acquit, release and nor even discharge the purchaser as well as the premises hereby granted sold conveyed transferred assignee and assured) and the Vendor do and each of them doth hereby grant, transfer, sell convey. assign and assure ALL THAT piece or parcel of land measuring an area of 7 Cottahs more or less together with all buildings.

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sheds structures, thereon situate lying at and being premises No. 105, Bltadanga Main Road, at present Bidhan Nagar Road, Calcutta-67 more fully described in the Schedule hereunder written and delineated in the map or plan annexed hereto and thereon shown within bordered red and hereinafter referred to as the said premises free from all encumbrances and charges whatsoever but subject to existing tenancy in favour of the said tenant and all the estate right title interest inheritance use trust property claim and demand whatsoever the vendors into or upon the same or any part thereof and also together with full power and authorities to the purchaser as constituted attorney for and on behalf of the name of the Vendors to appear before any officer of the Calcutta Municipal Corporation and/or any other authority concerning the said premises for the purposa of mutation of the name of the purchaser in the records of the Calcutta Municipal Corporation and records of other Covernment Department and for all or any of such purchase to sign issues receive, acknowledge, serve all correspondences, notices and letters as the case may be and to appear and represent the Vendors in all or any of such matters as may be necessary as fully and effectually as the Venders could so and from all or any of the purposes aforesaid to appoint one or more substitute or substitutes again at pleasure of the purcheser to revoke and/or HOWSOEVER OTHERWISE the said premises hereby sold or any part or portion thereof now are or is or at any time heretofore were or was situated butted bounded called known numbered described or distinguished TOGETHER WITH all sewers, drains, walls, yards, ways, path, passage, water, water courses and all and every manner of former and other rights, lights, liberties, privileges, easements profits, appendages, and appurtenances whatosever to the said premises



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or any part or portion thereof belonging or in any wise appurtenaming to or usually held or enjoyed therewith or reputed to belonging or be appurtaining thereto and the reversion or reversions reminder or reminders and rents, issues, profits, thereof and all the estate right title and interest property claim and demand whatsoever both at law or in equity of the Vendors and each thereon TOGETHER WITH all title deeds and documents exclusively relating to and concerning with the said premises TO HAVE AND TO HOLD the said premises unto and to the use of purchaser absolutely to the tenant that the purchaser herein henceforth is absolutely to the said premises hereby granted and sold absolutely and for ever free from all encumbrances and charges whatosever but subject to the said existing tenancy.

- 2. The Vendors do and each of them doth hereby covenant with the purchaser as follows: -
- a) That notwithstanding any act deed matter or thing done committed or knowingly suffered by the vendors and/or their predecessor-intitle to the contrary the vendors are lawfully rightfully and absolutely seized and possessed of or otherwise sell and sufficiently entitled to the said premises hereby sold conveyed transferred and assigned for an estate of inheritance in free simple in possession or an indefeasible estate equivalent thereto free from all encumbrances whatsoever and that the Vendors have full power and absolute and indefeasible right and authority to sell am convey the said premises unto the purchaser in the manner and aforesaid and according to the true intent and meaning of these presents.
- b) That it shall be lawful for the purchaser at all times hereafter peacefully and equitably to enter into and



upon and hold occupy and enjoy the said premises and receive the rents issues and profits thereof without any hinderance interuption disturbance claim or demand whatosever by the Vendors or any person or parsons claiming any estate right title and interest from freely and clearly and absolutely acquainted exonerated and forever discharges or otherwise by the Vendors well and sufficiently saved defend kept harmless and indemnified or from and against all former and other estate title charge and encumbrances whatmsever made done executed or occationed by the Vendor-in-title.

- or interest in the said premises through from under of in trust for the Vendors shall and will from time to time and at all times hereafter upon every reasonable request and at the cost of the purchaser mde do acknowledge and execute or cause and procure to the made done acknowledged and execute all such further acts deeds and things for further assuring the said premises unto the purchaser as may be reasonable required.
- attachment including the attachment (under any certificate cases or any proceedings stated at the instance of the Income Tax authorities or other Government Authorities under Public demand recovery act or otherwise whatso ver and that there are no certificate cases or proceedings pending against them for realisation of arrears of income taxes and other taxes or otherwise under the said public demand recovery act or any other act for the time being in force and that the said premises is not affected by any notice scheme of the Calcutta Improvement Trust or the Calcutta Municipal Corporation or the Calcutta Metropolitan Authority or any other public body or occase and that no declaration has been made or publishessor

acquisition of the said premises or any part thereof under the land acquisition act or any act for the time being in force for acquisition of the said premises or any portion thereof is not affected by any notice for acquisition or requisition under the defence of India Act framed thereunder or any other enactment whatsoever.

THE SCHEDULE ABOVE REFERRED TO

AIL THAT pieces and/or parcel of land measuring an area of 7 Cottahs more or less together with all building sheds structures standing thereon situate and lying at and being portion of premises No. 105, Ultadanga Main Road, at present Bidhan Nagar Road, Calcutta-67, in Dihi Panchananagram Police Station Ultadanga, Sub-Registration Office Sealdah, in the District of 24-Pargamas and butted and bounded in the manner following as hereunder:

ON THE NORTH: By One storied Puoca Building of Sukumar Kundu & Others;

ON THE SOUTH 2 By premises of Smt. Madhubala Ruia;

ON THE BAST : By 16' wide common passage upto Bidhan Nagar Road, formerly Ultadanga Main Road, Calcutta-57; and

ON THE WEST : By Common main drain in between holding
No. 105 & 105/1, Bidhan Nagar Road, formerly
Ultadanga Main Road, Calcutta-67.

IN WITNESS WHEREOF the Vendors and the purchaser have set and subscribed their respective hands and seals en the day month and year first above written.

SIGNED SEALED AND DELIVERED

by the above named Vendors

in the presence of :

18, under Hyrnes 2 Ranjan Das.

2. Mahindra Mondal Road

Calentta - 78.

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colide -40.

Prepared by:

Promotos & Hengan The



Soumenchio Malle Pur

DATED THIS 4/15 DAY OF COMPANY 1988 BETWEEN SRI SCUMENDRA NATH PYNE AND SMT. ALAKA VENDORS AND as per the order of the Oistriot Registrar 24 Pgs. N. GUPTA PRIVATE LIMITE PUR CH ASER Elektrick and 31 Advocate,
10, Old Post Office Street,
Calcutta - 700 001. A TRUE COP Checked by ADDL. DIST. SUB-REGISTRAR RECORDS
ALIPORE. 24 PGS. 181
27.2.14

the ommission of Signature is

Beach of Parishan

1/8 68 (2) of Regn. Act. 1908

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