(10)

Pr 7123

E-00532/06

M/V = 24,52,500/-

Stamp duty and extra Stamp duty vide G.O.
No. 7121 FT. Dt. Kol 23/12/05 and also Regn Fee
Vide G.O. No. 7121 FT
Dt. 23.12.2005 Stamp

STAMP AFFIXED BY

THIS INDENTURE made this 19th day of December Two Thousand and Two A.D.

B E T W E E N GAYAPRASAD MOTILAL GUPTA TRUST OF CHARITABLE represented by its Trustees (1) **SMT. MALTI GUPTA** wife of Late Motilal Gupta , by occupation - Housewife and (2) **SRI SANJOY KUMAR GUPTA** son of Late Motilal Gupta , by occupation - Business , both by faith - Hindu , both of 10/2A , Alipore Park Place , Police Station - Alipore , Calcutta - 700 027 by faith - Hindu , hereinafter referred to as the **VENDOR** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs , executors , administrators successors , nominees and assigns) of the **FIRST PART**.

1) Malati Gupta
Wife of Motilal Gupta

2) Sanjay Kumar Gupta
S/o Late Motilal Gupta
10/2 A.E. Phone
Kol

12.10.2001
Same 02
Malati Gupta

20/12/01

V.C.T
791

For GAYAPRASAD MOTILAL GUPTA TRUST
TRUSTEE
(MALTI GUPTA)

V.C.T 792
For GAYAPRASAD MOTILAL GUPTA TRUST
Sanjay Kumar Gupta
TRUSTEE

Ranjan Das
S/o Lt. Sri N. Das
Alipore Police Court
Kol-27

Ranjan Das
S/o Lt. Sri N. Das
Alipore Police Court
Kol-27

20/12/01

A N D

M/S. GODAVARI LAND & REAL ESTATE (P) LTD. a Private Limited Company registered under the Companies Act , 1956 having its registered office at 1 , British Indian Street , Kolkata – 700 069 represented by its Director Sri Niranjan Kumar Goenka , son of Late Mohan Lal Goenka , by occupation - Business , by faith - Hindu , of 2 , Red Cross Place , Police Station – Hare Street , Calcutta – 700 001 , hereinafter called and referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its Directors for the time being , their heirs , executors , administrators , successors-in-office , nominees and assigns) of the **OTHER PART**.

WHEREAS by an Indenture of Sale registered in the Office of the Additional District Sub-Registrar , Baruipur , 24 Parganas and recorded in Book No. 1, Volume No. 91 , Pages 68 to 75 , Being Deed No. 7990 for the year 1958 one Sri Prasad Chandra Roy mentioned therein as ' the Vendor ' of the One Part sold , transferred and conveyed all that piece or parcel of Sali and Danga land admeasuring 0.72 Decimal more or less situate lying at and being portion of Dag Nos. 1487 , 1489 , 1486 and 1544 under Khatian Nos. 205 , 206 (Part) , 213 , 264/1109, in Mouza – Kumrakhali , Pargana – Madanmolla , J.L. No. 48 , R.S. No. 131, Touji No. 256 , Police Station – Sonarpur in the District 24 Parganas (South) , the particular of such property morefully described in the Schedule thereto in favour of one Smt. Manjula Devi Kajaria wife of Kishanlall Kajaria , mentioned therein as Purchaser of the "Other Part" at a valuable consideration as mentioned thereunder and was paying revenue regularly and enjoy the same free from all encumbrances .

AND WHEREAS by an Indenture of Sale dated 05.08.1989 recorded and registered in Book No. 1, Volume No. 101 , Pages 101 to 110 , Being Deed No. 5132 for the year 1989 in the Office of the Additional District Sub - Registrar , Sonarpur , 24 Parganas the aforesaid Smt. Manjula Devi Kajaria mentioned therein as ' the Vendor ' of the One Part sold , transferred and conveyed all that piece of parcel of Sali land admeasuring 13 (Thirteen) Cottahs 10 (Ten) Chittacks and 0 (Zero) Sq. Ft. more or less situate lying at and being portion of Dag No. 1487 under C. S. Khatian No. 206 , in Mouza – Kumrakhali , Pargana – Madanmolla , J.L. No. 48 , R.S. No. 131, Touji No. 256, Police Station – Sonarpur , Sub-Registry Office – Sonarpur , in the District 24 Parganas (South) , the particular of such property morefully described in the Schedule thereto and delineated on the map/plan annexed thereto in favour of

Gayaprasad Motilal Gupta Trust Of Charitable , mentioned therein as Purchaser of the 'Other Part' at a valuable consideration mentioned thereunder .

AND WHEREAS several other plots , contiguous to the aforesaid property , have also been purchased by the family members of the aforesaid Trustees having a total area of 37 Cottahs 11 Chittacks and 29 Sq. ft. more or less .

AND WHEREAS as per terms and conditions of the Deed of Trust dated 17.05.1978 it has been inter alia provided that the Trustees shall be entitled to sell , dispose of , alienate or otherwise deal with the said Trust property both movable and immovable subject to the decision of three fourth of the Trustees for the time being .

AND WHEREAS by a resolution dated 05 / 12 / 2002 all the Trustees unanimously decided to sell the aforesaid property and accordingly , entrusted the Trustees herein for effecting such transfer of the aforesaid property and to receive the consideration money from the Purchaser for and on behalf of the said Trust .

AND WHEREAS the present Vendor have decided to sell such sale so as to pass an absolute title to the Purchaser in respect of their purchased Sali land admeasuring 13 (Thirteen) Cottahs 10 (Ten) Chittacks and 0 (Zero) Sq. Ft. more or less situate lying at and being portion of Dag No. 1487 under C. S. Khatian No. 206 , in Mouza – Kumrakhali , Pargana – Madanmolla , J.L. No. 48 , R.S. No. 131 , Touji No. 256 , Police Station – Sonarpur , Sub-Registry Office – now Sonarpur , in the District 24 Parganas (South) , the particular of such property morefully described in the Schedule hereunder and delineated in the map/plan annexed hereto and hereinafter referred to as the "**said property**" and delineated in the map/plan annexed hereto and marked with border "**RED**" at or for a total consideration of Rs. 6,81,206.00 (Rupees Six Lac Eighty one thousand two hundred six) only .

AND WHEREAS the Purchaser herein M/s. Godavari Land & Real Estate (P) Ltd. being interested to purchase the entire property from all the respective owners of the contiguous plot approached the present Vendor and agreed to purchase all that piece or parcel of Sali land admeasuring 13 (Thirteen) Cottahs 10 (Ten) Chittacks and 0 (Zero) Sq. Ft. more or less , situate lying at and being portion of Dag No. 1487 under C. S. Khatian No. 206 , in Mouza – Kumrakhali , Pargana – Madanmolla , J.L. No. 48 , R.S. No. 131, Touji No. 256, Police Station – Sonarpur , Sub-Registry Office – Sonarpur , in the District 24 Parganas (South), the particular of such property morefully described in the Schedule hereto at or for a total consideration of Rs. 6,81,206.00 (Rupees Six Lac Eighty one thousand two hundred six) only .

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of Rs. 6,81,206.00 (Rupees Six Lac Eighty one thousand two hundred six) only now truly paid by the Purchaser to the Vendor herein as per memo of consideration appended below (the receipt whereof the Vendor do hereby admit and acknowledge and from the payment of the same and every part thereof forever discharge the Purchaser) the Vendor do hereby grant , sell , transfer , convey , assign and assure unto the Purchaser **ALL THAT** piece or parcel of Sali land admeasuring 13 (Thirteen) Cottahs 10 (Ten) Chittacks and 0 (Zero) Sq. Ft. more or less , situate lying at and being portion of Dag No. 1487 under C. S. Khatian No. 206 , in Mouza – Kumrakhali , Pargana – Madanmolla , J.L. No. 48 , R.S. No. 131, Touji No. 256, Police Station – Sonarpur , Sub-Registry Office – Sonarpur , in the District 24 Parganas (South) , the particular of such property morefully described in the Schedule hereunder written and clearly shown in the map/plan annexed hereto and marked with border **"RED"** the Vendor do hereby grant , convey , sale , assign and transfer forever by way of absolute sale unto the Purchaser all that aforesaid property **TO HAVE AND TO HOLD** the demised area and right of easement, benefits , privileges , facilities and advantages thereof and the use and enjoyment forever for the Purchaser or **HOWSOEVER OTHERWISE** and messuage land hereditaments hereto before is situated butted bounded called known numbered described or distinguished **TOGETHER WITH ALL** former or other rights , advantages , liberties , easements, privilege , appendages and appurtenances whatsoever to the said messuage land hereditaments and belonging to or in anywise appertaining to or with the same or any part thereof or at any time hereinbefore hold used occupied enjoyed accepted reputed demanded taken or known as part or parcel or member thereof or appurtenant thereof with their and every of their appurtenance or any part thereof belonging to or to be appurtenant thereto and all the estate , right , title, interest , claims and demands whatsoever of the said Vendor into and upon the said measuge plot of land hereditament or every part thereof and all deeds , pattahs , muniments , writing and evidence of title which anywise relate to the said property or any part or parcel thereof and which now or hereafter shall or may be in the custody power or possession of the said Vendor shall be made available to the Purchaser , their legal heirs , executors , administrators , representatives and assigns or any person or persons from where they can or may procure the same without action or suit in law or in equity of the Vendor hereinbefore granted conveyed or otherwise expressed or intended to be and every part thereof and the reversion or reversions , remainder or remainders and the rents, issues and profits thereof and in every part thereof **TO HAVE AND TO HOLD** the said messuage property and hereditaments with their appurtenant unto and to use of the said Purchaser absolutely forever free

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from all encumbrances whatsoever and the Vendor do hereby and her heirs, executors , administrators , representatives and assigns covenants with the said Purchaser her heirs , executors , administrators , representatives and assigns that notwithstanding any act , deed , matter or thing by the said Vendor done or executed or knowingly suffered to the contrary the said Vendor now lawfully and absolutely seized and possessed of or otherwise and sufficiently entitled to the said property hereditaments and every part thereof for a perfect and indefeasible estate of inheritance in fee simple in possession or in estimate or an estate equivalent thereto free from all encumbrances whatsoever the Vendor now have good right , full power and absolute authority to grant transfer and convey and said property and hereditaments hereinbefore granted transferred and conveyed or otherwise expressed and intended so to be unto and to the use of the said Purchaser her heir, executors, administrators representatives and assigns in manner aforesaid and that the said Purchaser her heirs , executors administrators , representatives and assigns shall and may at all times hereafter peaceably and quietly possess and enjoy the said property hereditaments and receive the rents issues and profits thereof and of every part thereof along with the benefits of the proposed sanction building plan to be obtained from the Rajpur Sonarpur Municipality in the name of the Vendor and her family members after amalgamation of the contiguous plots with absolute right to construct the new proposed building in and upon the said property without any lawful eviction , interruption , claim or demands whatsoever from the said Vendor or any person or persons lawfully and equitably claiming from any estate or interest in the said property and hereditaments from under or in trust for the Vendor or from under any of her predecessor -in-title and that free and clear and freely and absolutely acquitted , exonerated , discharges saved and harmless and kept indemnified against all and all manners of charges ,liens, lispendens , attachments , liabilities and encumbrances whatsoever and the Vendor or any of her heirs and successors shall and will from time to time and at all times hereafter at the request and cost of the said Purchaser or her heirs , executors , administrators , representatives and assigns execute or caused to be done and executed all such acts ,deeds and things whatsoever for further better and more perfectly assuring the said property hereditaments and every part thereof unto and to the use of the said Purchaser , her heirs, executors, administrators , representatives and assigns in the manner aforesaid and the said Vendor do hereby for her heirs , executors , administrators , representatives and assigns shall remain bound at all times hereafter ,whenever and wherever to execute any of the deed or writing in respect of the said property and the said Vendor her heirs , executors , administrators , representatives and assigns hereby shall from time to time and at all

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[illegible]

times thereafter keep the Purchaser harmless and keep her indemnified against any loss or injury suffered in respect of the said property hereditaments comprised in the Schedule hereunder written to which the Vendor have been subject or liable if not deeds and writings relating to the said property in the Schedule hereunder written have been duly delivered to the Purchaser and in particularly from and against all actions , loses , charges , claims and demands whatsoever.

THAT THE VENDOR DO HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS :

a) **THAT** NOTWITHSTANDING any act deed or thing done by the Vendor or by any of their predecessors- in- title done or knowingly suffered to the contrary the Vendor has good right , full power and absolute authority to grant , convey , transfer and assure the said property, hereditaments and premises hereby granted or expressed so to be unto and to the use of the Purchaser in the manner aforesaid .

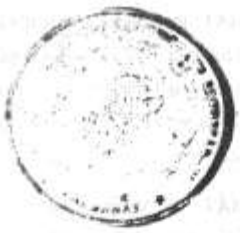
b) **THAT** there are no encumbrances , charges , trusts, lines , attachments or demands whatsoever done by the Vendor or by their predecessors now subsisting on the property and that the same is not the subject matter of any litigation or proceedings and has not been offered as security , mortgage or otherwise to any court or Revenue Authority.

c) **THAT** the Vendor shall and will at all times hereafter indemnify and keep indemnified , save harmless the Purchaser against all defects in title with claims and demands whatsoever in respect of the said property hereby sold and conveyed and make good to the Purchaser from all losses, damages , costs and expenses they may be obliged to incur by reason of any defect, flaw or deficiency in the title of the Vendor to the said property or any mistake or deficiency in the title of the Vendor on the extent , description or other particulars of the said property .

d) **THAT** the Vendor shall at all time do and execute at the costs and expenses of the Purchaser all such further acts, matters , things and assurances as may be reasonably required by the Purchaser for better and further effectuating and assuring the conveyance hereby made of the title to the Purchaser of the property hereby sold and conveyed.

SCHEDULE OF THE PROPERTY AS REFERRED TO ABOVE

ALL THAT piece or parcel of Sali land admeasuring 13 (Thirteen) Cottahs 10 (Ten) Chittacks and 0 (Zero) Sq. Ft. more or less , situate lying at and being portion of Dag



No. 1487 under C.S. Khatian No. 206, in Mouza Kumrakhali, Pargana Madanmolla, J.L. No. 48, R.S. No. 131, Touji No. 256, Police Station Sonarpur, at present within the Rajpur Sonarpur Municipality, Sub-Registry Office - Sonarpur, in the District 24 Parganas (South), along with all easement right of egress and ingress, to draw electrical cables, telephone connection, drainage, sewerage, water line and all and every right of easement and appurtenant thereto. The said property is more clearly shown and delineated in the map/plan annexed hereto and marked with border **RED**. The said property is butted and bounded in the manner following, that is to say :

ON THE NORTH	:	by Dag No. 1505 & 1504.
ON THE SOUTH	:	by Dag No. 1487, 1488 & 1489.
ON THE EAST	:	by Dag No. 1487.
ON THE WEST	:	by Dag No. 1486.

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

SIGNED AND DELIVERED
BY THE VENDOR at Calcutta
In the presence of :

Ranjan Das.
Alipore Police Court
Kolkata - 27

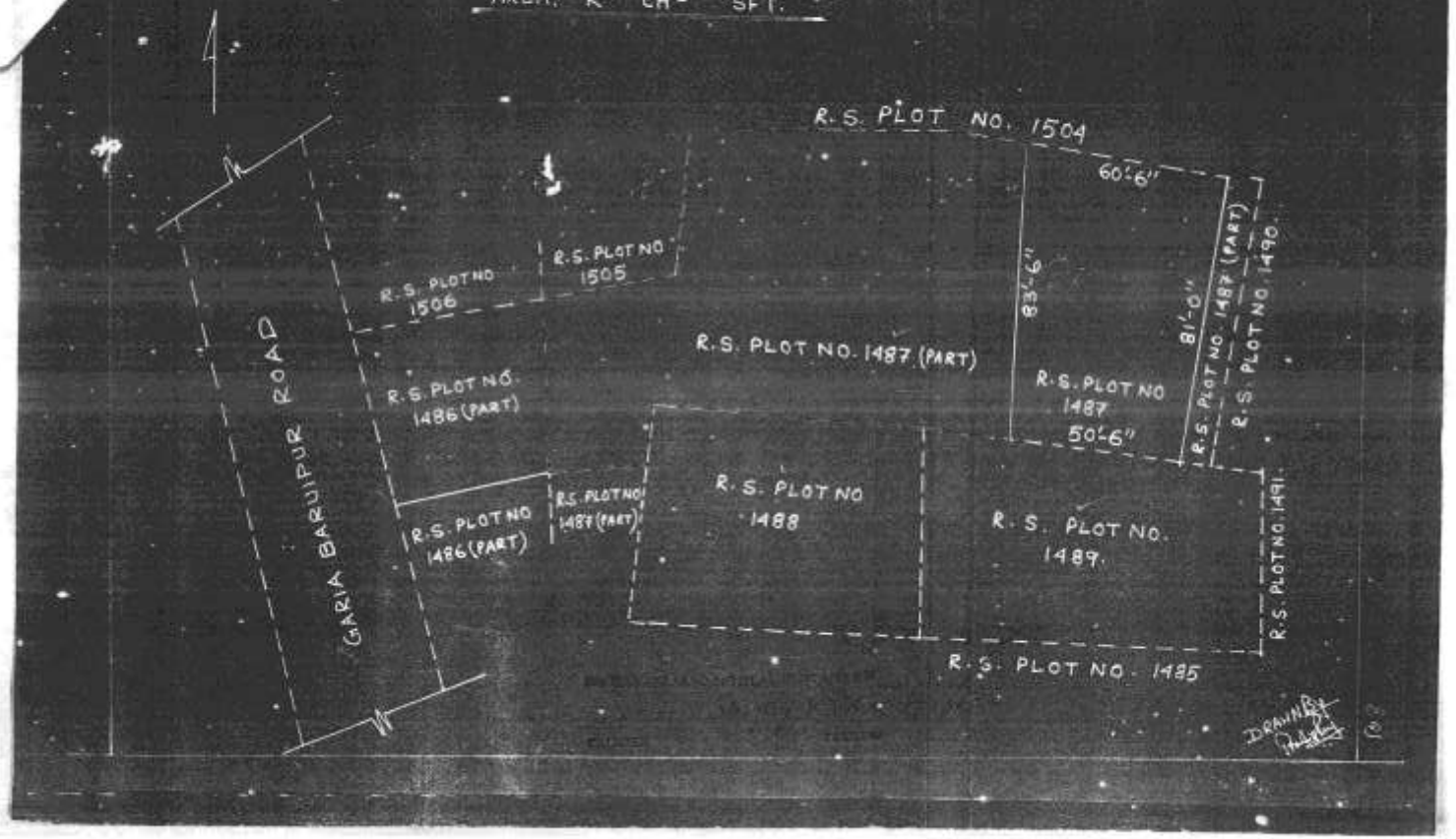
Pradip Roy
92. New Tolly Ganj
Cal-93.

For GATAPRASAD MOTILAL GUPTA TRUST
TRUSTEE
Sanjay Kumar Gupta
TRUSTEE

Readover, explained in vernacular and identified by me.
Sudhir Kumar Poddar
Adv.

[illegible]
[illegible]
[illegible]

SITE PLAN OF R.S. PLOT NOS.1488 (PART), 1486(PART), 1487(PART), 1489.
MOUZA - KUMRAKHALI. J.L. NO. 48. P.S. SONARPUR. DIST. 24PGS(S).
SCALE. 33'FT = 1" INCH.
AREA: K- CH- SFT.



Rs.20

By

MEMO OF CONSIDERATION

By A/c. payee cheque no. 068954 dt.
drawn on Global Trust Bank Ltd. --- Rs. 3,00,000=00

By A/c. payee cheque no dt.
drawn on Global Trust Bank Ltd. ---- Rs. 3,81,206=00

Rs. 6,81,206=00

(Rupees Six Lacs eightyone thousand two hundred six) only.

For GAYAPRASAD MUTHAL GUPTA TRUST
Sanjay Kumar Gupta
TRUSTEE TRUSTEE

IN PRESENCE OF :-
Ranjan Das.
Alipore Police Court
Kolkata - 27.

Pradip Roy
92. New Tally Ganj
Cal-93.

DRAFTED BY :-
Subir Kumar Dutta
SUBIR KUMAR DUTTA
Advocate .
Alipore Civil & Criminal Court,
Calcutta -700 027.

TYPED BY :-
KHELAGHAR
18, Moore Avenue ,
Calcutta -700 040.