(11)

PR 07542/03

I 00528/06

M/v = 11,36,250/-

STAMP AFFIXED BY

3/4/03

STAMP SUPERINTENDENT'S
KOLKATA COLLECTORATE

Admissible under Form Rule 21 and ... of the ...

Stamp duty vide G.O. ... and also Regn Fee ... Stamp

27/1/06

Fees Rs A-4515/ paid on 27/1/06

**THIS INDENTURE** made this 7th day of April Two Thousand and Three A.D. **B E T W E E N SRI SANJOY KUMAR GUPTA** son of Late Motilal Gupta , by occupation - Business , by faith - Hindu , 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 his heirs , executors , administrators successors , nominees and assigns ) of the **FIRST PART**.

32820/-
S. K. Gupta
H. No. 10
667258/25/1/06

1362507
3282050

Presented for Registration at
12.10 A.M. on the 7th
day of April 2003
in the Office of the Registrar
for
Sanjay Kumar Gupta

Sanjay Kumar Gupta

1018

Sanjay Kumar Gupta

Sub-Registrar IV-Alipore
24 Pgs. and Registrar u/s 18
of the Regn. Act, 1908
7/4/03

Sanjay Kumar Gupta

Name Satish Gupta
S/O, W/O D/O
of 102 A Kim Tong
Place
Dist. 24 Pgs. (S)

Pradip Ray
Name
S/O, W/O D/O
of Parimal Ray
92 - New Tally Ganj
Dist. 24 Pgs. (S)
by Pradip Ray
by Profession

Pradip Ray
S/o Sri Parimal Ray
92 - New Tally Ganj
Kol-93
Legal

Sub-Registrar IV-Alipore
24 Pgs. and Registrar u/s 18
of the Regn. Act, 1908
7/4/03

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 Dangs 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 17.06.1989 recorded and registered in Book No. 1, Volume No. 78 , Pages 215 to 222 , Being Deed No. 3967 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 06 ( Six ) Cottahs 05 ( Five ) 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 Sri

Sanjay Kumar Gupta , 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 present Vendor including one Trust created by the said family members having a total area of 37 Cottahs 11 Chittacks and 29 Sq. ft. more or less .

**AND WHERRAS** the present Vendor Sri Sanjay Kumar Gupta have decided to sell such sale so as to pass an absolute title to the Purchaser in respect of his purchased Sali land admeasuring 06 ( Six ) Cottahs 05 ( Five ) 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. 3,15,625.00 ( Rupees Three Lac Fifteen thousand Six hundred twenty five ) only ‡

**AND WHERREAS** 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 06 ( Six ) Cottahs 05 ( Five ) 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. 3,15,625.00 ( Rupees Three Lac Fifteen thousand Six hundred twenty five ) only .

**NOW THIS INDENTURE WITNESSETH** that in consideration of the sum of Rs. 3,15,625.00 ( Rupees Three Lac Fifteen thousand Six hundred twenty five ) 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 06 ( Six )

Sub-Registrar IV-Bhpal
Bhopal and Registrar u.d.T
of the Bhopal, Dec. 1969

Cottahs 05 ( Five ) 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 held 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 messuage 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 from all encumbrances whatsoever and the Vendor do hereby and his heirs, executors , administrators , representatives and assigns covenants with the said Purchaser their 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 their heir, executors, administrators representatives and assigns in manner aforesaid and that the said Purchaser their 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 their 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 his 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 his 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 their 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 , their heirs, executors, administrators , representatives and assigns in the manner aforesaid and the said Vendor do hereby for his 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 his heirs, executors , administrators , representatives and assigns hereby shall from time to time and at all times thereafter keep the Purchaser harmless and keep them 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 , losses , charges , claims and demands whatsoever.

[illegible]
[illegible] Registrar [illegible]
[illegible] Aug, 1936

hereunder written have been duly delivered to the Purchaser and in particularly from and against all actions , losses , 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 his 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 his 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 06 ( Six ) Cottahs 05 (Five) 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 Lumrikhali , 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

[illegible] Co-operative [illegible]
[illegible] Pvt. Ltd. Regd. No. [illegible]
[illegible] Kanpur, Aug. 1968

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. 1504 |
| **ON THE SOUTH** | : | by Dag No. 1489 |
| **ON THE EAST** | : | by Dag No. 1487 |
| **ON THE WEST** | : | by Dag No. 1487 |

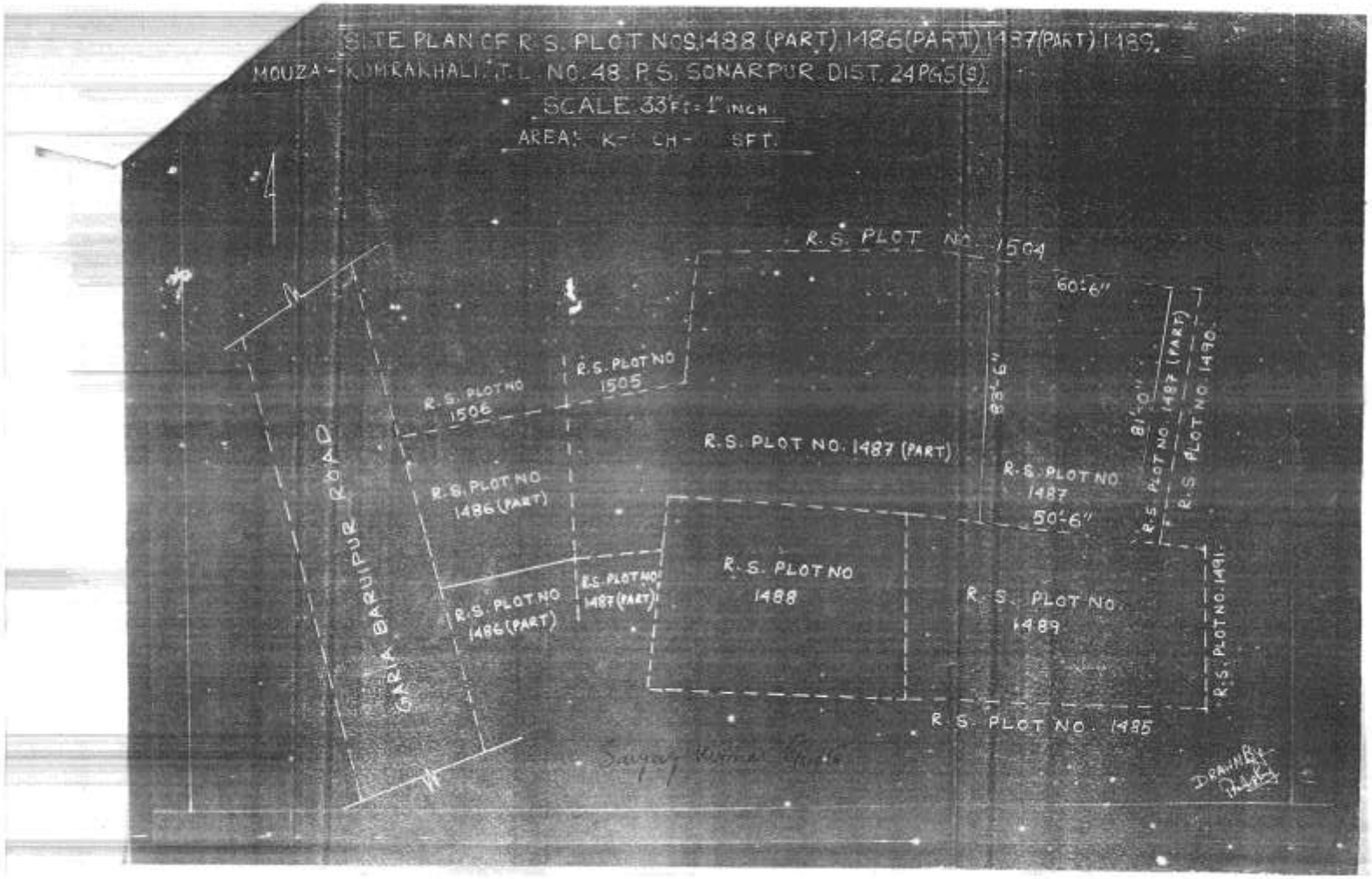
**IN WITNESS WHEREOF** the parties hereto and hereunto set and subscribed their respective hands on the day, month and year above first written.

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

Sanjay Kumar Gupta

1) Tapoyoj Bose
18 Moore Avenue
Kolkata - 40.

2) Pradip Roy
92. New Telly Gunge.
Kolkata-93.


SITE PLAN OF R.S. PLOT NOS. 1488 (PART), 1486 (PART), 1487 (PART), 1489.
MOUZA - KUMRAKHALI, J.L. NO. 48, P.S. SONARPUR, DIST. 24 PGS (S).
SCALE: 33 Ft = 1" INCH
AREA: K- CH- SFT.
R.S. PLOT NO. 1504
60'-6"
R.S. PLOT NO 1505
R.S. PLOT NO 1506
R.S. PLOT NO. 1487 (PART)
83'-6"
81'-0"
R.S. PLOT NO. 1487 (PART)
R.S. PLOT NO. 1490
R.S. PLOT NO 1486 (PART)
R.S. PLOT NO 1487
50'-6"
R.S. PLOT NO 1488
R.S. PLOT NO 1487 (PART)
R.S. PLOT NO 1486 (PART)
R.S. PLOT NO 1489
R.S. PLOT NO. 1491
R.S. PLOT NO. 1485
GARIA BARUIPUR ROAD

MEMO OF CONSIDERATION

| | |
|---|---|
| By a Banker's Cheque No. 896151, dt. 26/03/03 | Rs. 40,000=00 |
| By a Banker's Cheque No. 896150, dt. 26/03/03 | Rs. 40,000=00 |
| By a Banker's Cheque No. 896152, dt. 26/03/03 | Rs. 40,000=00 |
| By a Banker's Cheque No. 896159, dt. 26/03/03 | Rs. 40,000=00 |
| By a Banker's Cheque No. 896160, dt. 26/03/03 | Rs. 40,000=00 |
| By a Banker's Cheque No. 896161, dt. 26/03/03 | Rs. 10,000=00 |
| All Cheques drawn on Allahabad Bank, 87A, H.M. Road Branch | |
| By Cash through R.B.I. notes | Rs. 1,05,625=00 |
| | Rs. 3,15,625=00 |

(Rupees three lacs fifteen thousand six hundred twenty five) only

IN PRESENCE OF:

1) [illegible] Bose
18 Moore Avenue
Kolkata - 40

2) Pradip Roy
92, New Tolly Gunge
Kolkata - 93.

Sanjay Kumar Gupta

**DRAFTED BY:**
Subir Kumar Dutta
**SUBIR KUMAR DUTTA**
**Advocate** 8978/99
Alipore Civil & Criminal Court,
Advocate,
Calcutta – 700 027

TYPED BY:
Nilay Parekh
**KHELA GHAR**
18, Moore Avenue,
Calcutta – 700 040

7/4/03

3474 / 2003