

5000Rs



56A, N.S.C.

Indian
 added by
 31
 23+4
 11089
 11
 Addn
 Calcutta
 Re. 2000
 1911
 Total Rs. 130
 Paid—
 16.7.71
 130

DEED OF SALE

THIS DEED OF SALE made this the 16th day of July, One Thousand Nine Hundred and Ninety One B E T W E E N SMT. BELA DEB, wife of Sri Sudhir Chandre Deb, of Village - LABAN, Police Station - SHILLONG, District : KHASI HILLS, MEGHALAYA, hereinafter called and referred to as 'V E N D O R' (which expression unless excluded by or repugnant to the context shall mean and include her heirs, successors, executors, administrators, representatives or assigns) of the O N E P A R T A N D

613)

W. J. Walker (or) S. J. ...
A. J. ...



13/7/71

21

2 ... 10/2/71

3/2/71

Presented for registration at ...
1 m on ... of July
1971 ...
Dist. ... by Bela Deb
... of the ...

Bela Deb

REG. OFFICE, DIST. SHILLONG
MIZORAM STATE ...

16.7.71



Bela Deb

1970

Bela Deb
Sudhir Ch Deb
Kaban ...
Shiller ...
Dist. ... Meghalaya
By ...
By ...

Sudhir Ch Deb
P.O. Kati Adhas ...
Kaban P.O. Shillong
P.S. Shillong ...
(Meghalaya)

Sudhir Ch Deb
Kati Adhas ...
Kaban ... Shillong
Dist. ... Meghalaya
By ...
By ...

REG. OFFICE, DIST. SHILLONG
MIZORAM STATE ... 16.7.71

5000Rs



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A N D ROY TECH EXIM PRIVATE LIMITED, a registered company having its office at 514, Kamalaya Centre, 156 A, Lenin Sarani, Calcutta - 700 013, hereinafter called and referred to as the 'P U R C H A S E R' (which expression unless excluded by or repugnant to the context shall mean and include its successors, representatives, administrators or assigns) of the O T H E R P A R T Y

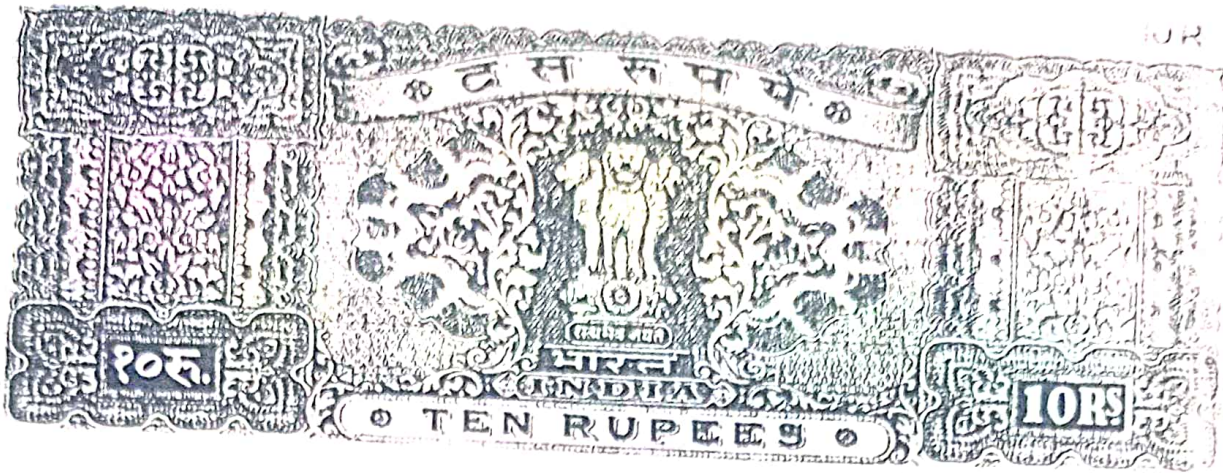
W H E R E A S the said Vendor (Outgor) was owner of the land recorded in Cadastral Survey of record of rights. He had mortgaged his said land to

3000R



राजेश्वरजी गोखले, only one daughter Namiasamma Bibi
 and his wife Smt. Smt. Smt. Bibi as his legal heirs and
 successors. In this regard, Rajeshwarji had 2 (two)
 sunars, 8 (eight) gaudes, 3 (three) kara, 3 (two) krossi share
 Namiasamma Bibi and 1 (one) gaud. 13 (thirteen) gaudes
 1 (one) kara, 1 (one) krossi share and Smt. Bibi and
 1 (one) share share in the property left by Smt. Rajeshwarji
 and they possessed the said properties.

R. S. R. & S. the said Namiasamma Bibi
 and her heirs inherited from her father Smt. Rajeshwarji



- 4 -

to her mother Guljan Bibi by a registered deed dated
 13.3.1922 A.D. in this manner the share of Guljan Bibi
 consisted of 6 (six) annas, 13 (thirteen) gandas, 1 (one)
 kara, 1 (one) kusti, which amounts to 3 (three) annas share
 inherited from her husband Abdul Kadir Khan (deceased)
 annas, 13 (thirteen) gandas, 1 (one) kara, 1 (one) kusti,
 by purchase from her daughter Gulshan Bibi.

REMARKS The said Guljan Bibi share
 her entire share of 6 (six) annas, 13 (thirteen) gandas,

1 (one) kara, 1 (one) kanti in aforesaid property to her only son Wajed Ali Mondal by a registered deed in the year 1933 and delivered possession to her son. In this manner Wajed Ali Mondal became the sole owner of the properties left by his father in the manner as stated hereinbefore. Thereafter the name of Wajed Ali Mondal was recorded in Cadastral Survey (C.S.) in record of right in khatian no. 294 of tenent in respect of 0'95 decimals of within Police Station - Tollygunge, of Mouza - Chandpore and finally published the record of right in correct name of Wajed Ali Mondal.

W H E R E A S the said Wajed Ali Mondal there after mortgaged the property to his nephews Abdul Aziz Mondal and Abdul Latif Mondal who happened to be sons of his sister Nasimunnissa Bibi and the principle amount and interest swelled up to a big figure for which Wajed Ali Mondal had no capacity to pay out and finding no other alternative the said Wajed Ali Mondal sold by registered deed to One Makhan Lal Sen Gupta about 0'155 decimals of land out of 0'31 decimals in dag no. 1801 in khatian no. 294 out of entire land in said khatian measuring 0'95 decimals, in this manner Makhan Lal Sen Gupta became owner of 0'155 decimals equivalent to 8 (eins) cottahs, 8 (six) chittaks, 10 (ten) sq. ft. of land together with easement right of common passage across the said land and Wajed Ali Mondal lost all his rights, title and interest by transferring and giving delivery of possession the 0'155 of land to Makhan Lal Sen Gupta. The said sale deed executed by Wajed Ali Mondal

In favour of Makhan Lal Sen Gupta has been recorded in Book no. I, Volume no. 20, Pages 50 to 54, being no. 1218, for the year 1934 of Sub - Registry Office at Behala.

WHEREAS the said Makhan Lal Sen Gupta after his purchase enjoyed the property by constructing a house thereon by sanction from Municipality and by mutuating his name.

WHEREAS the said Makhan Lal Sen Gupta for making improvement to the building sold out about 2 (two) cottahs, 12 (twelve) chittaks of land on east by demarcating by a wall by a registered deed dated 14.2.1968 to Santosh Kumar Pathak and delivered possession to the purchaser Santosh Kumar Pathak. The said deed was registered at Sub - Registry Office at Behala in Book no. I, Volume no. 10, pages 85 to 89, being no. 840, for the year 1968. The said purchase deed had two lots, one red bordered portion of 2 (two) cottahs, 10 (ten) chittaks, 33 (thirty three) sq. ft. and in other lot in valley colour measuring 1 (one) chittak, 12 (twelve) sq. ft. and one red bordered portion of 1 (one) cottah, 12 (twelve) chittaks but it revealed that there was 50 (fifty) sq. ft. of land in excess in possession Santosh Kumar Pathak. A U. D. agreement was executed on 28.10.1968 by and between Makhan Lal Sen Gupta and Santosh Kumar Pathak wherein Makhan Lal Sen Gupta accepted the right, title, interest and partnership of Santosh Kumar Pathak in the said Santosh Kumar Pathak portion of 2 (two) cottahs, 13 (thirteen) chittaks, 3 (three) sq. ft. of land in excess in possession Santosh Kumar Pathak.

authority by constructing house on a sanction plan.

W H E R E A S the said Santosh Kumar Pathak while in possession of the property sold the same to the vendor Smt. Bela Deb by a registered deed of sale registered at the District Sub - Registry Office at Allipore, registered in Book no. I, Volume no. 18, pages 158 to 163, being no. 512, for the year 1970. In this manner the vendor has been and is absolutely seized and possessed of otherwise well and sufficiently entitled to the property described in the schedule hereinbelow by mutating her name and paying rents and taxes to the appropriate authority or Corporation which was numbered as 56A, Netaji Subhas Chandra Bose Road.

W H E R E A S the said Smt. Bela Deb while in possession of the property sold out the northern half of the premises by a registered and is absolutely seized and possessed of the remaining southern half of the premises.

W H E R E A S the vendor is in need of cash money for purchasing a better property elsewhere and has for some reasons declared to sell the remaining southern half portion of the property at 56A, Netaji Subhas Chandra Bose Road, for and at a consideration of Rs. 1,00,000/- (Rupees One Lakh) only and the purchase agreed to the said half portion of the property at the said consideration of Rs. 1,00,000/- (Rupees One Lakh) and entered into an agreement for purchase and by the date the vendor on one hand the purchaser on other hand of the aforesaid consideration free all encumbrances and a sum of Rs. 15,000/- (Rupees Fifteen

thousand) only was paid to the vendor by the purchaser.

NOW THIS INDENTURE WITNESSETH : that in

persuance of the said agreement and in consideration of the sum of Rs.85,000/- (Rupees eighty five thousand) only paid to the vendor by the purchaser with the execution of this present the receipt whereof the vendor do hereby admit and also by receipt hereunder written admit and acknowledge and of and from the same and every part thereof, the vendor do hereby grant, sell, convey, acquit release discharge the purchaser his heirs, executors, administrators, representatives and assigns and every one of them and also the said property the vendor as beneficiary owner who by this present irrevocably grant, convey, sell transfer assign and assure unto the purchaser its heirs, executors, administrators, representatives and assign free from all encumbrances and liabilities whatsoever ALL THAT the said piece of parcel land hereditaments and

B. D

premises containing an area of 1 (one) chittak, 6 (Six) chittak and 15 sq.ft. of land in nag no. 1801, khatian no. 294, also known as 36 A, Hekaji Dukan (Gandara Dose Road, Vaidi Mahadev) and described in the schedule hereto and hereinafter referred to as the said land and premises KORCHORER otherwise the said land and premises or any part thereof now or at any time here or hereafter situated and bounded and known numbers described and distinguished together with all pits and wells and all and building erections, fixtures and benefits and advantages of C.M. and other rights, liberties, privileges, appurtenances and

and appertences whatsoever to the said property or any part thereof belonging or in anywise appertaining to or with the same or any part thereof usually held lock occupied enjoyed or reputed to belong or to be appertaining thereto A N D the rents issues profits thereof for any part thereof and all the estate, right, title and interest claim and demand and whatsoever both at law and in equity of the vendor into and upon the said property for any part thereof A N D all deeds, documents writings and of title in anywise relating to the said land and said premises or part thereof which now are or hereafter shall or make be in the possession of the vendor or any other person or persons from whom they can or any procure the same without action or suit. TO HAVE AND TO HOLD the said property or any part thereof hereby granted sold conveyed and transferred or expressed and intended so and every part thereof together with all right, title and to be appertences thereto and the said common passages unto the use of the purchaser absolutely and free from all encumbrances, liabilities whatsoever A N D now the vendor do hereby covenant with the purchaser.

a) That the Vendor is lawfully seized and possessed of or otherwise well and sufficiently entitled to the said land and premises or part thereof hereby granted and conveyed or expressed intended so to be and every part thereof absolutely free from all encumbrances and liabilities whatsoever.

b) That notwithstanding any act deed or thing by the vendor or any of his predecessors in title made done or executed or knowingly and willingly suffered in the contrary the vendor now here is himself good, right, full power absolute authority and lawful title to grant and convey the said

land and premises hereby granted and conveyed or expressed intended so to be free from all encumbrances and liabilities whatsoever in the manner aforesaid according to the true intent and meaning of this present that the vendor are have possession of the land.

c) That the rates, taxes, revenue and other outgoing in respect of the said land and premises or building have been paid up to the date of this present and the vendor is liable to pay any amount lying outstanding, due and payable till this day.

d) That the purchaser shall and may peaceably and quietly enter into hold possess and enjoy the said land and premises or building and the said common passage hereby granted and conveyed and take and receive rates issues and profits thereof or any part thereof without any lawful eviction or any interruption disturbances claims or demands whatsoever from or by the vendor or any person or persons lawfully and or equitably claiming through or under him or any of her predecessors - in - title and freely and openly and absolutely admitted exonerated discharged released and otherwise by under the cost and expenses of the vendor well and sufficiently saved defended kept harmless indemnified or freed and against him or all manner from and unto steps mortgage, charges, lien, incumbrances, claims demands debts attachments liabilities and encumbrances and whatsoever.

e) That the said land and premises for any part thereof is not affected by any notice or declaration for acquisition under the land acquisition act or any other enactment or law or rules for the time being in force.

f) That the vendor and all persons having or lawfully or equitably claiming any steps right, title and interest property claimed or demand whatsoever into or upon the said land and premises or building for any part thereof from under true or in trust the vendor or any of his predecessor - in - title shall will from time to time and at all time hereafter at the request and cost of the purchaser executed or cause to be done or executed all such deeds, things, whatsoever for further and more perfectly assuring the said land and premises and every part thereof unto and to the use of the purchaser in manner aforesaid as shall or may be reasonably required,

g) That if the possession of the purchaser is affected or dispossessed for any wrong statement made by the vendor or in defect in title of the vendor in that event the vendor including her heirs successors and assigns shall compensate the purchaser by returning the entire consideration money at a time.

h) That the vendor is transferring the property with no tenant or in occupation of any other persons.

ALL THAT piece and parcel or remaining southern half portion of two storey building standing on land measuring 1 (one) cottah, 13 (thirteen) aushas, 25 (twenty five) aushas, of land out the entire two storey building on 2 (two) cottahs, 13 (thirteen) aushas of land at premises no. 55 A, Netaji Subhas Chandra Bose Road, P.S. Tollygunge, Present Police station - Jadavpur, comprising in C.S. Dag no. 1804, C.S. Khata no. 294, J.L. no. 41, ... District

Corporation, being butted and bounded :

- On the North : Partly land of Sallen Ghosh and partly by sold out portion of 56A, Netaji Subhas Chandra Bose Road ;
- On the East : Partly by sold out portion of 56A, Netaji Subhas Chandra Bose Road and partly property of Mira Ganguly ;
- On the South : Common passage then others property

A N D

- On the west : Partly by common passage and land of Sallen Ghosh.

IN WITNESS WHEREOF the Vendor have set and subscribed their respective hands and seals, this the day, month and year first above written.

SIGNED, SEALD & DELIVERED
at Calcutta in the presence of :

12th Feb

Witnesses:

- 1) *Sallen Ghosh*
27/1 C. Subhas, 56A
Calcutta
- 2) *...*

DRAWN BY

...

ADVOCATE

...

Received of and from the within names purchaser the said sum of Rs. 1,00,000/= (Rupees One lac) only being full amount of the consideration money as per memo below :-

MEMO OF CONSIDERATION

- 1.. By Earneest money cash Rs. 15,000/=
 - 2.. By Bank draft no. DD No 363427
dated 15-7-1991 drawn on UCO Rs. 85000/=
Bank, I B Branch
- Total Rs. 1,00,000/=

B. H

(Rupees One lac) only.

WITNESSES :

Bela set

1) [Signature]
2) [Signature]

3) [Signature]
4) [Signature]

BY

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DATED THIS THE 16th DAY OF JULY '01

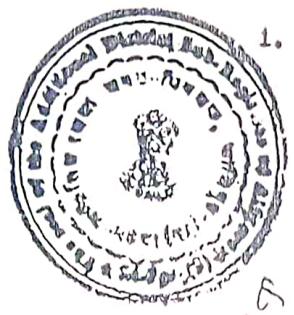
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DEED OF SALE

M A D E

B E T W E E N

1. SMT. DELA DEBV E N D O R
- AND -



1. ROY TECH EXIM PVT. LTD.
.....P U R C H A S E R

16.7.01

DISTRICT SUB-REGISTRAR
CALCUTTA SOUTH 24-PARGANAS



185
Page No. 111
For the year 19...

Volume No. 57
Book No. 1
Sri Ujjwal Kumar Sinha

DEED REGISTERED
16.7.01

DRAFTED BY :
SRI UJJWAL KUMAR SINHA
ADVOCATE,
41/B, DIAMOND HARBOUR ROAD
CALCUTTA - 700 027.