



DEED OF SALE

THIS DEED OF SALE made this the _____ day
of December, One Thousand Nine Hundred and Ninety One
B E T W E E N (1) SRI ARUN KUMAR SEN GUPTA, Son of
Handwritten
Late Makhan Lal Sen Gupta, by faith - Hindu, by occupation -
Service/Business, residing at 1/20, Prince Golam Mohammed
Road, Police Station - Pillyangal, Calcutta - 700 026,
(2) SM. DIPALI DAS GUPTA, wife of Sri Subodh Kumar Das Gupta,
by faith - Hindu, by occupation - Housewife, residing at
10/20, Bijaygarh, Police Station - Jadavpur, Calcutta
700 032, now residing at 47 B, Jubilee Park, Calcutta - 700 032.

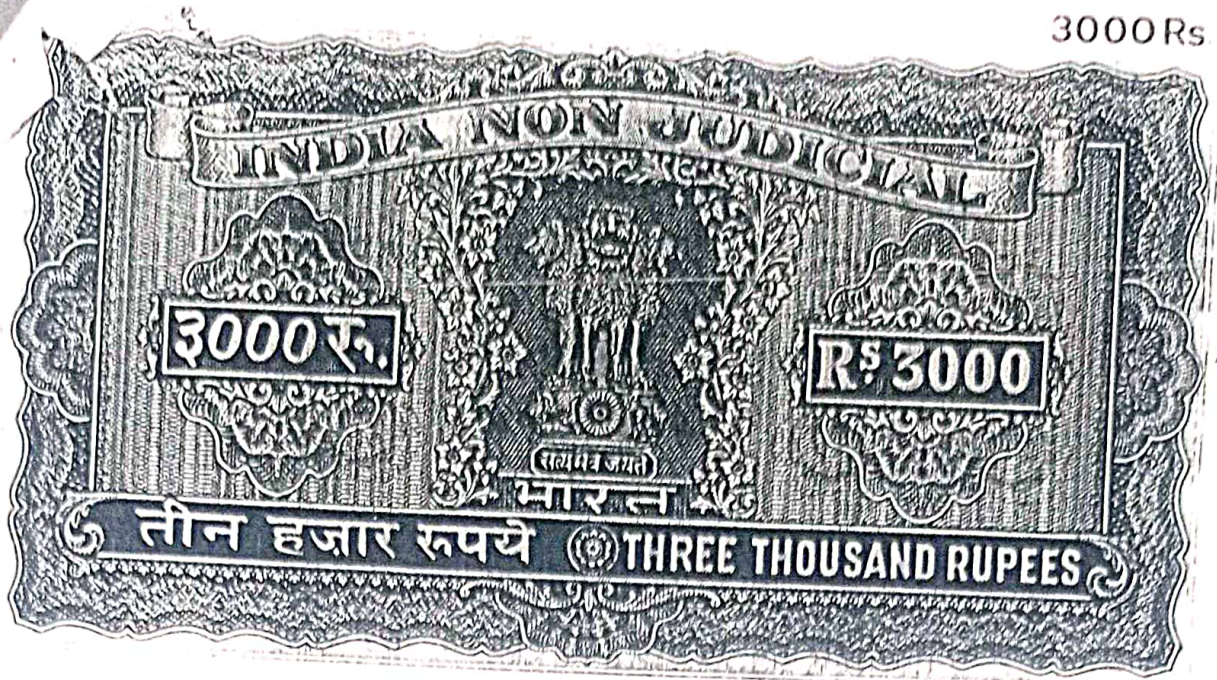
5000Rs



- 2 -

A N D (3) SMRISRALI DUTTA GUPTA, wife of Sri Sunil Kumar Dutta Gupta, by faith - Hindu, by occupation - housewife, residing at 8/6, Kali Bari Lane, Police Station - Jadhpore, Calcutta - 700 032, now residing at 45C/1E/1, Moors Avenue, Calcutta - 700 040, hereinafter called the "V E N D O R S" (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, successors, executors, administrators, representatives and assigns) of the O N E P A R T A N D ROY TECH EXIM PRIVATE LIMITED a registered Company having its office at 514, Kamalalaya Centre 150 A, Lenin Sarani,

3000Rs



- 3 -

Calcutta - 700 013, hereinafter called the "PURCHASER"
(which expression shall unless excluded by or repugnant
to the context be deemed to include its successors,
representatives, administrators and assigns) of the
OTHER PART.

WHEREAS One Makhan Lal Sen Gupta was
the father of the Vendors who purchased the property described
in the schedule hereunder by virtue of a registered purchase
deed from one Wajed Ali Mondal.



- 4 -

WHEREAS the aforesaid Wajed Ali Mondal inherited the property described in the schedule below along with other properties from his father Abdul Mondal.

WHEREAS Abdul Mondal inherited the property from his predecessor in interest and was in possession of the same as rightful owner. On his death his son Wajed possessed the properties including the property described in the schedule below as rightful owner.

WHEREAS the aforesaid Wajed Ali Mondal while in possession of the property described in the schedule below sold the same to Makhari Lal Sen Gupta the father of the

...../0.

(7)

Vendors by virtue of a registered sale deed registered in Book No.1, Volume No.20, Pages 50 to 54, Being No.1218, of the year 1931 at the office of the Sub - Registrar of Allipore at Behala.

WHEREAS the said Makhan Lal Sen Gupta during his life time sold some portion of the land purchased from Wajed Ali Mondal to Su, Mira Devi, Su, Nalini Bai and Santosh Kumar Pathak by three separate deeds and possessed the property described in the schedule hereunder.

WHEREAS the said Makhan Lal Sen Gupta executed a registered W I L L on 12th February, 1965 and after execution of W I L L and during his life time he sold some portions of land to the persons named above.

WHEREAS the said Makhan Lal Sen Gupta made some constructions on the Land Property described in the schedule below which later numbered as 56, Netaji Subhash Chandra Bose Road, Police Station - Tollygunge, Calcutta - 700 040, while in possessing the same Makhan Lal Sengupta died on 16.4.1976 leaving a W I L L which was duly probated by the District Delegate at Allipore in Act. 30 Case no. 8 of 1977. By the said W I L L the said Makhan Lal Sen Gupta devised all his immovable properties to his wife Amiya Bala Sengupta and thereafter on death of Amiya Bala Sengupta to his son the vendor no.1 and two daughter the vendors no.2 and 3 respectively.

W H E R E A S the said Amiya Bala Sen Gupta died intestate on 25th May, 1988 and the property described in the schedule below devolved upon the vendors.

A N D W H E R E A S the Vendors thus became the sixteen annas owner and are absolutely seized and possessed of or in otherwise well and sufficiently entitled to the property being premises no. 56, Netaji Subhash Chandra Bose Road, Police Station - Jadavpore, Calcutta - 700 040, as its absolute owners free from encumbrances which is fully mentioned and described in the schedule hereunder written A N D are in peaceful possession and enjoyment of the same by realising rents and profits from the monthly room tenants and paying all taxes in their own name or mutation publicly and adversely and as of right against all other person or persons for a period of twelve years.

A N D W H E R E A S the Vendors expressed their bonafide intention and agreed to sell, transfer the same and assign their 16 (sixteen) annas right, title and interest in the property particularly described in the schedule hereunder given TOGETHER WITH all fixtures, fittings including all rights of easement and the purchaser also agreed to purchase the property described in the schedule below free from all encumbrances at a price of Rs. 1,00,000/= (Rupees One Lakh) only being the highest and reasonable market price.

A N D W H E R E A S the Vendor has agreed to sell the property to the purchaser at a price of Rs. 1,00,000/= (Rupees One Lakh) only and the purchaser has agreed to purchase the property at the aforesaid price.

NOW THIS DEED WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs.1,00,000/= (Rupees One Lakh) only paid by the purchaser to the Vendors simultaneously with the execution of these presents (the receipt whereof and that the same is in full satisfaction for the price of the property described in the schedule hereunder the vendor hereby admits and acknowledges and of and from the same and every part thereof releases and acquits and forever discharges the purchaser and the property hereby sold) the vendors as beneficial owners doth hereby grant convey sell transfer assign and assure unto and to the use of the purchaser free from encumbrances ALL THAT more or less 2 (two) cottahs, 4 (four) chittaks, 4 (four) sq.ft. of land comprising of brick built R.C.C. Roof structure let out to tenants at premises no.56, Netaji Subhash Chandra Bose Road, morefully described in the schedule hereunder written of which all are now in occupation of tenants as monthly tenants thereof and some portions to the vendors and delineated within R & D borders in the plan annexed hereto TOGETHER WITH all structures doors, windows fittings fixtures ways lights liberties privileges easement for using the property and appurtenances whatsoever to the said property more fully described in the schedule hereunder belonging or in any way appertaining or usually held or occupied therewith or reputed to belong or be appurtenant thereto AND ALL the estate right, title, interest claim and demand, whatsoever of the Vendor into or upon the same and every part thereof TO HAVE AND TO HOLD the same unto and to the use of the purchaser, her heirs, executors, administrators, assigns absolutely and for ever

free from all encumbrances whatsoever A N D the Vendor doth hereby covenant and declare with the purchaser as follows : -

i) That notwithstanding any acts deeds or things hereto fore done, executed or knowingly suffered to the contrary the Vendors are now lawfully seized and possession of or otherwise well and sufficiently entitled to the said more or less 2 (two) cottahs, 4 (four) chittaks, 4 (four) sq.ft. of land with structures at 56, Notaji Subhash Chandra Bose Road, free from encumbrances attachment or defects in title whatsoever.

ii) The vendors have full power and absolute authority to sell the property and the same is sold in the manner aforesaid.

iii) The purchaser shall hereafter peacefully and quietly hold, possess and enjoy the said property in khas or through tenants or in any manner including the right of transfer or sale without any claim or demand whatsoever from the vendors or any person or persons claiming through or under them.

iv) The vendors their heirs, executors, administrators or assigns, will save harmless, indemnified the purchaser, their heirs, administrators or assigns from or against all encumbrances, charges whatsoever.

v) The property is not the subject matter of any attachment or prohibitory order or orders issued by any

court or under a Receiver and liens or any part or parcel of the property has ever been acquired by the requisition or acquisition by Government, Semi Government or by any local body. There is no registered or unregistered lease. No previous agreement for sale has ever been executed by the Vendors other than the present purchaser.

(vi) That there is no trust, wakf, mosque, idga or temple over and in or about the scheduled property.

(vii) That the vendors their heirs, administrators or assigns shall at the request and cost of the purchaser their heirs, exocutors, administrators or assigns do or execute or cause to be done or executed all such lawful acts deeds and things whatsoever for further and more perfectly conveying and assuring the said property and every part thereof in the manner aforesaid according to the true intents and meaning of this deed.

(viii) That if it transpires that the property purported to be conveyed by these presents by the vendors is not free from encumbrances and/or the purchaser's title is affected by an undisclosed or suppressed fact known to the vendors as hereinafter stated that the vendors including their legal heirs would be liable both civilly and criminally to the purchaser's including their heirs and successors in interest and to compensate them according to the law with full amount thereto.

(ix) The Vendors shall pay all rates and taxes including arrears thereof if any payable in respect of the property till the date of transfer or sell.

S C H E D U L E

ALL THAT piece and parcel of more or less
2 (two) cottahs, 4 (four) chittaks, 4 (four)
Sq.ft. of Rayat Mokarari interest in R.S.
No.40, J.L. No. 41, Touzi No. 56, within
Tollygunge Municipality in Khatian no.294,
Dag No.1801, Mouza Chandpur, at present within
Calcutta Municipal Corporation and numbered as
56, Netaji Subhash Chandra Bose Road, within
Police Station - ^{Tollygunge} ~~Tollygunge~~, Calcutta - 40,
being butted and bounded by :

On the North : Partly by 3'-00" wide passage and
Partly land of Sm, Nalini Bai ;

On the South : Netaji Subhash Chandra Bose Road ;

On the East : Land of Sm, Nalini Bai ;

On the West : 4'- 0" wide Passage ;

IN WITNESS WHEREOF the Vendors has set and subscribed their hands and seal the day, month and year first above written.

SIGNED, SEALED & DELIVERED
by the Vendors in presence of :

Arjun Kumar Sinha
Dipali Das Gupta
Puspali Dutta Gupta

1. *[Handwritten signature]*
[Handwritten signature]
2. Budyut Sengupta
52 N. K. Saha Chandra
Bose Rd. Cal-40
3. *[Handwritten signature]*
[Handwritten signature]
[Handwritten signature] - 700080,

DRAFTED BY :

SRI UJJWAL KR. SINHA
Advocate.

TYPED BY :

[Handwritten signature]
Santanu Majumdar,
Allpore Judge's Court,
Calcutta - 700 027.

RECEIVED of and from the within named purchaser the within mentioned sum of Rs. 1,00,000/= (Rupees One Lakh) only being the full amount of consideration in manner stated in the Memo below.

MEMO OF CONSIDERATION

- (1) By Demand Draft No. 101845,
Dt. 4.12.1991 drawn on A.N.Z.
Grindlays Bank, Netaji Subhash
Road Branch - - - - - Rs. 30,000'00 P.
 - (2) By Demand Draft No. 101846,
Dt. 4.12.1991 drawn on
A.N.Z. Grindlays Bank,
Netaji Subhash Road Branch - - - - - Rs. 30,000'00 P.
 - (3) By Demand Draft No. 101847,
Dt. 4.12.1991 drawn on
A.N.Z. Grindlays Bank,
Netaji Subhash Road Branch - - - - - Rs. 30,000'00 P.
 - (4) By Cash - - - - - Rs. 10,000'00 P.
- Total Rs. 1,00,000'00 P.

(Rupees One Lakh) only.

Witnesses : -

1) Arjun Kumar Singh
2) Dipali Das Gupta
3) Puspali Dutta Gupta

V e n d o r s

1) Pradyut Saengupta
2) Pradyut Saengupta
3) Pradyut Saengupta

.....
DATED THIS DAY 199
.....

DEED OF SALE

BETWEEN

- 1) SRI AMUN KR. SEN GUPTA
- 2) SM. DIPALI DAS GUPTA
- 3) SM. PUSPALI LUTTA GUPTA

..... " V E N D O R S "

- A N D -

ROY TECH EXIM PRIVATE LIMITED

..... " P U R C H A S E R "



REGISTRAR
Under Sec 7(C)
6.12.91



SHRI UJJWAL KR. SINHA
Advocate
B/ Diamond Harbour Road,
Delhi - 110027.

BOOK NO
REGISTRATION NO
DELHI NO
FOR THE YEAR 19
174/10
1992

28.6.92

REGISTRAR
Under Sec 7(C)