



27/8
27/8
EXCISE

Lot C

1687
99
7791

C

Bachay

admissible under Stamp Act 1899 as amended by Act III of 1922 and Act III of 1922 of the Calcutta Improvement Act, 1911 Schedule

Stamp Duty Paid under the Indian Stamp Act, 1899 Amended in 1976 Rs Additional duty paid under the Calcutta Improvement Act 1911

Rs Excess Total Rs

STAMP APPRIEX BY

Stamp Superintendent of the Calcutta

3364
76891
281
41
7721-
501
421
921

REGISTRAR Under Sec. 7(2) 27/8/87

THIS INSTRUMENT made this 25th day of August.

One thousand nine hundred and eighty-seven BETWEEN

- (1) SOVA ROY widow of Bankim Chandra Roy, deceased,
- (2) HIRSHRA KUMAR ROY son of the said Bankim Chandra Roy, deceased and (3) SUBRATA ROY son of the said Bankim Chandra Roy...

Roy...



for registration at
 12-10 P.M. on the 27th
 August 1982
 No. 8 of Registrar's Office
 by ...
 Claimant / Claimant of one
 the Defendants / Claimants
 Attorney for ...
 Power of Attorney ...
 for ... authenticated by the
 Registrar of ...



Sovur Roy
 REGISTRAR
 Under Sec. 7(1)
 27 8 82

Sovur Roy

Birudra Kumar Roy
Anurita Kumar Roy

P. M. Mukherjee
 Advocate, Calcutta

- 1) *Smt. Sovur Roy*
 W/o *Bankim Ch. Roy*
- 2) *Birendra Kumar Roy*
 District 24 Barrackpore
 by *Case/Hindu/Muslim*
 by Profession
- 3) *Subrata Kumar Roy*
 W/o *Bankim Ch. Roy* All of
 3, *Outram Street Col-19*
 by *Case/Hindu*

P. H. Mullick
 Advocate
 Son/Wife/Daughter of *P. S. Ha.*
 District 24 Barrackpore
 by *Case/Hindu/Muslim*
 by Profession

[Signature]
 REGISTRAR
 Under Sec. 7(1)
 27 8 82

Stamp impression is dispensed with
[Signature]
 Dist. Sub-Registrar
 27 8 82

Roy, deceased, the Trustees under the Deed of Settlement dated the 8th day of December, 1954 created by the said Bankim Chandra Roy deceased, all residing at premises No. 3, Outram Street, Calcutta-700017, hereinafter collectively referred to as the TRUSTEES (which term or expression shall unless excluded by or repugnant to the context mean and include their successor or successors in office and/or their respective heirs executors representatives and assigns) of the ONE PART A N D MALHARD MOTORS (PVT.) LTD. a company incorporated under the Companies Act, 1956 having its registered office at No. 8A, Alipore Road, in the town of Calcutta hereinafter referred to as the PURCHASER (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors and assigns) of the OTHER PART :

WHEREAS :

- A. One Mandakal Roy was in his life time and at the time of his death, inter alia, seized and possessed of and/or well and sufficiently entitled to ALL THAT piece or parcel of land with buildings and structures thereon being premises No. 21/1, Darga Road, within the Municipal limits of the town of Calcutta more fully described in its entirety in the FIRST SCHEDULE hereunder written.
- B. The said Mandakal Roy died on or about the 26th day of January, 1925 leaving him surviving his sole widow viz. Smt. Jooth Kumari Dasal and six sons viz.

Bankim...

Pankim Chandra Roy, Kala Chand Roy, Tara Chand Roy, Shyam Chand Roy, Ratan Chand Roy and Hemai Chand Roy.

- G. Before his death the said Mandalsal Roy made and published his last Will and Testament on 30th day of January, 1925 whereby after making certain pecuniary bequests he gave devised and bequeathed the rest and residue of all his properties, moveables and immoveables, whatsoever and wheresoever situated to his said sons in equal shares absolutely and directed that his said residuary estate should be divided amongst his said sons on the youngest of them attaining majority.
- D. Probate of the said Will was on the 27th day of August, 1925 granted by the Hon'ble High Court at Calcutta to Gagan Chand Roy, Jaded Kishore Roy, Gokul Kishore Roy, Jooth Kumari Dassi and Binendra Nath Chandra, the executors and executrix named in the said Will.
- E. By a Deed of Partition dated the 26th day of January, 1943 and made between the said Pankim Chandra Roy, and Kala Chand Roy of the First Part and the said Shyam Chand Roy and Ratan Chand Roy of the Second Part and the said Tara Chand Roy and Hemai Chand Roy of the Third Part and the said Jooth Kumari Dassi the widow of the said Mandalsal Roy of the Fourth Part

and...

and registered at the Calcutta Registry Office in Book No. I, Volume No. 8, Pages 242 to 261, Being No. 353 for the year 1940, a partition was made of the immovable properties left by the said Mandalal Roy, deceased, and it was agreed and declared that the said piece and parcel of land with buildings and structures thereon being premises No. 21/1, Durga Road, fully described in the First Schedule hereto and also described in the said Deed of Partition should be kept joint between the said Bankim Chandra Roy, Kala Chand Roy, Tara Chand Roy, Shyam Chand Roy, Ratan Chand Roy and Nimal Chand Roy each having an undivided 1/6th share or interest therein.

F. By a Deed of Settlement dated the 5th day of December, 1954 and registered in the Calcutta Registry Office in Book No. I, Volume No. 126, Pages 184 to 193, Being No. 5303 for the year 1954, the said Bankim Chandra Roy created a Trust, inter alia, in respect of his undivided 1/6th share in the land and premises described in the Schedule thereto and in the First Schedule hereto for the purposes and in the manner and on the terms therein declared and appointed himself and his wife Smt. Sova Roy as the Trustees thereof.

G. By a Deed of Settlement dated the 19th day of January, 1955 and registered with the Calcutta Registry Office in Book No. I, Volume No. 9,

Pages...

Pages 172 to 181, Being No. 220 for the year 1955
the said Kala Chand Roy created a Trust, inter alia,
in respect of his undivided 1/6th share in the
land and premises described in the Schedule thereto
and in the First Schedule hereto for the purpose
and in the manner and on the terms therein declared
and appointed himself and his wife Smt. Jyotsna Roy
as the Trustees thereof.

H. In the events that had happened the said Tara Chand
Roy, Shyam Chand Roy, Ratan Chand Roy, and Nimal
Chand Roy in their individual capacities and the
said Bankim Chandra Roy and Smt. Gova Roy as Trustees
under the said Deed of Settlement dated 3th December,
1954 and the said Kala Chand Roy and Smt. Jyotsna Roy
as Trustees under the said Deed of Settlement dated
19th January, 1955 became absolutely entitled to
ALL THAT the messuage land hereditaments and tenements
being premises No. 21/1, Darga Road, fully described
in the First Schedule hereto free from all encumbrances
and charges.

I. The said Bankim Chandra Roy and others by two separate
Deeds of Leases demised the major portion of the said
premises as described in the Schedules to the said Deeds
of Lease to Walford Transport Limited at an aggregate
monthly rent of Rs. 3,768/- (Rupees three thousand seven
hundred sixty eight) only, which two deeds of Lease
have...

have expired on and from 14th November, 1982.

J. The said Rankin Chandra Roy died on the 13th day of December, 1969.

K. By a Deed of Appointment of new Trustees dated the 23rd day of December, 1970 and registered in the Calcutta Registry Office in Book No. I, Volume No. 172, Pages 262 to 268, Being No. 5375 for the year 1970, the said Smt. Sova Roy, the sole surviving Trustee under the said Deed of Settlement dated the 8th day of December, 1954 created by the said Rankin Chandra Roy appointed Birendra Kumar Roy and Subrata Roy, as the Trustees for the trusts created by the said Deed of Settlement along with herself by virtue of the powers contained in that behalf in the said Deed of Settlement.

L. The said Kala Chand Roy died on the 6th day of August, 1980.

M. By a Deed of Partition dated the 8th day of September, 1980 and made between Smt. Sova Roy, Birendra Kumar Roy and Subrata Kumar Roy as Trustees and Smt. Jyotsna Roy as the sole surviving Trustee and Tara Chand Roy, Shyam Chand Roy, Ratan Chand Roy and Hemal Chand Roy and registered with the Sub-Registrar Sealdah, 24-Parganas in Book No. I, Volume No. 25, Pages 259 to 283, Being No. 820 for the year 1980, the said premises No. 21/1, Darga Road, Calcutta was divided amongst the parties

thereto...

thereto by metes and bounds and ALL THAT the portion of the said premises No.21/1, Darga Road, Calcutta marked "C" in the plan and more fully and particularly described in Schedule III thereunder written as also in the Second Schedule hereunder written and also shown and delineated in the map or plan annexed hereto and thereon bordered with Green lines (hereinafter for the sake of brevity referred to as "the said portion of the said premises") was absolutely and forever allotted to the said Sm. Sova Roy, Narendra Kumar Roy and Gibrata Kumar Roy as such trustees.

N. The Vendors as such trustees are empowered under the said Deed of Settlement dated the 24th day of December, 1954 to sell and/or transfer any trust property which is for the benefit of the trust estate.

O. The Vendors are desirous of selling the said portion of the said premises for the benefit of the Trust Estate and the Purchaser is desirous of purchasing the same at and for the price or a consideration of Rs. 7,00,000/- (Rupees seven lakhs) only subject to the occupation of the said Balford Transport Limited but otherwise free from all encumbrances charges liens lispendens attachments requisitions acquisitions whatsoever or howsoever.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid agreement and in consideration of the said sum of Rs. 7,00,000/- (Rupees seven lakhs) only of lawful money of the...

the Union of India well and truly paid by the Purchaser to the Vendors at 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 the same and every part thereof doth hereby acquit release and for ever discharge the Purchaser and the said portion of the said land hereditaments and premises hereby sold) the Vendors as trustees appointed under the said Deed of Settlement dated 8th day of December, 1954 do and each of them doth hereby absolutely indefeasibly grant convey sell transfer assign and assure unto the Purchaser SUBJECT HOWEVER to the tenancy of the said Walford Transport Limited but otherwise free from all encumbrances charges liens dispendens attachments requisition acquisitions and trusts whatsoever or howsoever ALL THAT the piece or parcel of land containing by estimation One Bigha Seven Chittacks and three square feet, be the same a little more or less TOGETHER WITH all buildings and structures thereon being the divided portion of the said premises No. 21/1, Darga Road, being in Mouja Tiljala, portion of Holding No. 367 (formerly No. 10) in Division IV, Sub-Division A, Sub-Registry Sealdah; Thana Beniapukur in the District of 24-Parganas more fully and particularly described in the Second Schedule hereunder written and also shown and delineated in the map or plan annexed hereto and thereon bordered with Green lines AND all the right title and interest of the Vendors into or upon the said portion of the said premises No. 21/1, Darga Road, Calcutta OR HOWSOEVER OTHERWISE the said portion of the said premises were or was or now is or are situated butted bounded called known

numbered...

numbered described or distinguished TOGETHER WITH full and free right and liberty of way for the Purchaser its servants agents representatives and assigns at all times and for all purposes to enter pass or repass on all the common paths and passages belonging or appertaining to the said portion of the said premises AND all plants and other crops shrubs grass fences hedges drains ditches ways paths passages lights... waters water-courses and all manner of rights liberties easements privileges emoluments, appendages and appurtenances whatsoever belonging or in anywise appertaining to the said portion of the said premises or any part thereof or was held used occupied or enjoyed or reputed to belong or known as part or parcel thereof or appurtenant thereto AND all the rents issues and profits thereof AND all the legal incidents thereof AND all the estates rights title interest property inheritance possession claims and demands whatsoever of the Vendors into or upon the said portion of the said premises and every part thereof TOGETHER WITH all deeds pattahs muniments of title, if any, exclusively relating to the said premises TO HAVE AND TO HOLD the said portion of the said premises and ALL AND SINGULAR other the premises herein comprised and hereby granted transferred or expressed or intended so to be unto and to the use of the Purchaser as from the date of execution of these presents absolutely and for ever SUBJECT to the occupation of Balford Transport Limited but otherwise free from all encumbrances and charges.

AND THE VENDORS do and each of them doth hereby covenant with the Purchaser :-

1), r..

- i) THAT NOTWITHSTANDING any act deed or thing by the Vendors or any one of them done or executed or knowingly suffered to the contrary, the Vendors in themselves have good right and full power to grant sell transfer convey assure and assign all and whatsoever their right title and interest in the said portion of the said premises.
- ii) AND the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said portion of the said premises and collect realise and receive all the rents issues and profits thereof without any lawful eviction interruption claim or demand from the Vendors or any of them or any person or persons claiming from under or in trust for them or any of them.
- iii) AND that free and clear and freely and clearly and free from all encumbrances whatsoever made or suffered by the Vendors or any person or persons lawfully or equitably claiming as aforesaid TOGETHER HOWEVER to the said occupation of the said Walford Transport Limited.
- iv) AND that the Vendors or any one of them has not done or executed or been party to any acts matters and things whereby the said portion of the said premises shall or may be affected or encumbered (subject however to the occupation of the said Walford Transport Limited) or by reasons whereof the Vendors

are...

are in any way hindered or prevented from granting conveying selling and transferring the said portion of the said premises in favour of the Purchaser in any manner whatsoever.

AND THE VENDORS do and each of them doth hereby covenant with and assure the Purchaser that the Purchaser shall be entitled to realise receive and collect all arrears of rent and other amounts due and payable by the said Balford Transport Limited to the Vendors herein to the extent of their share in the entirety of the said premises and it is also agreed that the Purchaser shall make payment of all the arrears of rates and taxes, which are still remaining in aid to the Municipal Corporation of Calcutta as payable by the Vendors to the extent of their share in the entirety of the said premises in the same and/or for and on behalf of the Vendors and in that event the Purchaser is hereby given authority to do the same.

AND the Vendors and all persons having lawfully or equitably claiming any estate or interest in the said premises or any part thereof shall from time to time and at all times hereafter at the request and costs of the Purchaser make do execute and perform all acts deeds matters and things whatsoever for further better and more perfectly assuring the said portion of the said premises and every part thereof unto the Purchaser as may or shall be reasonably required.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land containing by estimation an area of 6 Bighas 5 Cottahs and 15 sq.ft. be the same a little more...

more or less together with the buildings and structures erected thereon, situate lying at and being Premises No. 21/1, Darga Road in the suburbs of the town of Calcutta (formerly 21, Darga Road before that 20, Gora Chand Darga Road) in Mouja Tiljala, Holding No. 347 (formerly No. 10) in Division IV, Sub-Division A, Sub-Registry Sealdah, Thana Beniapukur in the District of 24-Parganas in respect of which an annual revenue of Rs. 17/5/10 is payable to the Collectorate of 24-Parganas for the entire holding and butted and bounded on the North partly by premises No. P-22, and partly by premises No. 4-26, Darga Road, on the South partly by Darga Road and partly by premises No. 72, Tiljala Road, on the West by Darga Road and on the East by premises No. 72, Tiljala Road OR HOWSOEVER OTHERWISE the same is butted bounded called known numbered and distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT the piece or parcel of land containing by estimation an area of One Bigha Seven Chittacks and Three Square Feet be the same a little more or less together with the buildings and structures erected thereon or on part thereof being a portion of the said premises No. 21/1, Darga Road being in the Mouja Tiljala, Part of Holding No. 347, (formerly No. 10) in Division IV, Sub-Division A, Sub-Registry Sealdah, Thana Beniapukur in the District of 24-Parganas and marked as Lot "C" in the map or plan hereto annexed and bordered thereon in Green lines and butted and bounded on the North by Lot "D" of the premises No. 21/1, Darga Road, on the East by premises No. 72, Tiljala Road, on the South by Lot "B" of the said premises No. 22/1, Darga Road and on the West by Darga Road paying an annual revenue of Rupees Seventeen Annas Five and Pies Ten to the Collector of 24-Parganas for the entire Holding.

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

SIGNED AND DELIVERED by the VENDORS at Calcutta in the presence of :

P. M. Mukherjee
Advocate,
73A, Anabinda Sarani,
Calcutta.

Soren Roy
Birendra Kumar Roy
Ankur Kumar Roy
TRUSTEES TO THE ESTATE OF B. C. Roy

RECEIVED of and from the within-named Purchaser the within-mentioned sum of Rs. 7,00,000/- (Rupees seven lakhs) only being the full consideration money as per memo below :

MEMO OF CONSIDERATION

By Cheque/Pay Order/Draft No. "036588" dated 25-8-87 drawn on Allahabad Bank, Calcutta, in favour of the trustee to the Estate of B. C. Roy.

(Rupees seven lakhs only)

Rs. 7,00,000/-
Rs. 7,00,000/-

WITNESSES :

P. M. Mukherjee
Advocate,
73A, Anabinda Sarani,
Calcutta.

Soren Roy
Birendra Kumar Roy
Ankur Kumar Roy
TRUSTEES TO THE ESTATE OF B. C. Roy

Drafted by me

R. L. GAGGAR
Advocate

Typed by me
Roy

RECEIVED
REGISTRATION DEPARTMENT
ALL
REGISTRATION DEPARTMENT



REGISTRATION DEPARTMENT

REGISTRAR
Under Sec. 79
27.9.22



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Date of Issue 27

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REGISTRAR
Under Sec. 79
21.8.90

21

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REGISTRATION DEPARTMENT
Old Post Office Street,
Calcutta.