



पश्चिम बंगाल WEST BENGAL

B 360972



DEED OF SALE

THIS DEED OF SALE made at Kolkata this the 16th day

of January, Two Thousand Eight of the Christian Era, BETWEEN

(1) SAWOOD AHMED, son of Md. Daud, ^{Ahmed} aged about 30 years, by religion - Islam, by occupation - business, residing at 28C, Meleod Street, Police Station - Park Street, Kolkata -700 017,

Sawood Ahmed
Shahid Ahmed
Md. Noorul Hassan

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भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

B 360973



2

(2) SHAHID AHMED, son of Md. Daud, aged about 24 years, by religion - Islam, by occupation - business, residing at 28C, Mcleod Street, Police Station - Park Street, Kolkata - 700 017, (3) MD. NOORUL HASSAN, son of Late Md. Queyamuddin, aged about 24 years, by religion - Islam, by occupation - business,

Saadul Ahmed
Shahid Ahmed
Md. Noorul Hassan

Delivered to

residing at 49B, Ghulam Jilani Khan Road, Police Station - Tiljala, Kolkata - 700 039, (4) **MANSOORUL HASSAN**, son of Late Md. Qayamuddin, aged about 32 years, by religion - Islam, by occupation - business, residing at 49B, Ghulam Jilani Khan Road, Police Station - Tiljala, Kolkata - 700 039, hereinafter jointly referred to as the '**VENDORS**' (which term or expression shall, unless excluded by or repugnant or contrary to the subject or context, be deemed to mean and include their respective heirs, successors, legal representatives, administrators, executors and assigns) of the **ONE PART**.

AND

MACHINO MOTORS PRIVATE LIMITED,¹ a Company registered under the relevant provisions of the Companies Act, 1956, having its registered office at "Jindal House", 8A, Alipore Road, Police Station - Alipore, Kolkata - 700 027, hereinafter referred to as the '**PURCHASER**' (which term or expression shall, unless excluded by or repugnant or contrary to the subject or context, be deemed to mean and include its successors-in-interest and assigns) represented by Sri Rajiv Jindal, one of its Directors, of the **OTHER PART**.

WHEREAS one Nandalal Roy was in his lifetime and at the time of his death seized and possessed of and/or

otherwise well and sufficiently entitled to All That piece and parcel of land with buildings and structures standing thereon being the premises No. 21/1, Darga Road, Police Station - Benapukur, Kolkata - 700 017;

AND WHEREAS the said Nandalal Roy died testate on or about 26th day of January, 1925, leaving behind him surviving his widow Smt. Jooth Kumari Dassi and six sons namely Bankim Chandra Roy, Kala Chand Roy, Tara Chand Roy, Shyam Chand Roy, Ratan Chand Roy and Nemaï Chand Roy;

AND WHEREAS before his death the said Nandalal Roy made and published his Last Will and Testament on 20th January 1925 whereby after making certain preliminary provision he gave, devised and bequeathed the rest and residue of all his properties including the said premises to his aforesaid six sons in equal shares, absolutely and forever and directed that his said estate should be devolved upon amongst his six sons upon the youngest of them attaining majority;

AND WHEREAS Probate of the said Last Will and Testament of Nemaï Chand Roy, since deceased, was granted on 26th August 1925 by the Hon'ble High Court at Calcutta in its Testamentary and Intestate Jurisdiction to Gagan Chand Roy,

Deben Giri

Jadav Kishore Roy, Bokul Kishore Roy, Smt. Jooth Kumari Dassi and Dinendra Nath Chandra, the executors and executrix named in the said Will,

AND WHEREAS the Estate of the said Nemai Chand Roy has been fully administered;

AND WHEREAS by a Deed of Partition dated 26th January 1948 made between the said Bankim 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 Nemai Chand Roy of the Third Part and the said Jooth Kumari Dassi, the widow of the said Nandalal Roy, of the Fourth Part and registered at the office of the Registrar of Assurances, Calcutta (as it then was), in Book No. 1, Volume No. 31 Pages 243 to 261, being No. 353 for the year 1948, a partition was made and/or effected of the immovable properties left by the said Nandalal Roy, since deceased, and it was agreed and declared that the said piece and parcel of land with buildings and structures standing thereon being premises No. 21/1, Darga Road, Calcutta - 700 017, morefully and particularly described in the Schedule of the said Deed of partition, should be kept joint between the said Bankim Chandra Roy, rattan Chand Roy and

Kala Chand Roy each buying an undivided 1/6th share or interest therein.

AND WHEREAS by a Deed of Settlement dated 8th December 1954 and registered at the office of the Registrar of Assurances, Calcutta, and entered in Book No. 1, 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 aforesaid land and premises as described in the Schedule thereunder written and for the purpose and in the manner and on the terms and conditions therein declared and appointed himself and his wife Smt. Sova Roy as the Trustees thereof,

AND WHEREAS by a Deed of Settlement and Declaration of Trust dated 19th January 1955 and registered at the office of the Registrar of Assurances, Calcutta, and entered in Book No. 1, Volume No. 9, Pages 172 to 181, being No. 220 for the year 1955, the said Kala Chand Roy executed and constituted a non-testamentary disposition of his immovable and movable properties including the undivided 1/6th share in the aforesaid land and premises being Premises No. 21/1, Darga Road, Police Station - Beniapukur, Calcutta, for the benefit of his wife Smt. Jyotsna Roy and his two minor daughters namely Arati

Roy and Bharati Roy in the manner and on the terms therein mentioned and appointed himself and his wife Smt. Jyotsna Roy as the Trustees thereof;

AND WHEREAS in the events that had happened the said Tara Chand Roy, Shyam Chand Roy, Ratan Chand Roy and Nemat Chand Roy in their individual capacities and the said Bankim Chandra Roy and Smt. Sova Roy as Trustees under the said Deed of Settlement dated 8th December 1954 and the said Kala Chand Roy and Smt. Jyotsna Roy as Trustees under the Deed of Settlement dated 19th January 1955 became absolutely entitled to the said messuage, land, hereditaments and tenements being the Premises No. 21/1, Darga Road, Calcutta, free from all encumbrances and charges;

AND WHEREAS the said Bankim Chandra Roy died on 13th December 1969;

AND WHEREAS by a Deed of Appointment of New Trustees dated 23rd December 1970 and registered at the office of the Registrar of assurances, Calcutta, in Book No. 1, Volume No. 178, 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 8th December 1955 created by the said Bankim

Chandra Roy, appointed Birendra Kumar Roy and Subrata Kumar Roy along with herself as the Trustees by virtue of the powers contained in that behalf in the said Deed of Settlement;

AND WHEREAS the said Kala Chand Roy died on 6th August 1980;

AND WHEREAS by a Deed of Partition dated 8th September 1980 and made between Smt. Sova Roy, Birendra Kumar Roy and Subrata Kumar Roy as Trustees to the Estate of Bankim Chandra Roy and Smt. Jyotsna Roy as the sole surviving Trustee to the Estate of Kala Chand Roy and Tara Chand Roy, Bhyam Chand Roy, Ratan Chand Roy and Nemai Chand Roy in their individual capacities and registered at the office of the District Sub Registrar, Sealdah, 24 Parganas (as it then was), in Book No. 1, 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 by metes and bounds and by virtue of such partition the parties received the following portions of the said premises No. 21/1, Darga Road, as shown and delineated in the map or plan annexed thereto, absolutely and for ever:

NAME	AREA
Nemat Chand Roy	1 Bigha 3 Cottahs 1 Chittack 13 sq. ft. cat
Jyotsna Roy	19 Cottahs 1 Chittack 18 sq. ft.
Sova Roy & Ora	1 Bigha 7 Chittacks 3 sq. ft.
Shyam Chand Roy	18 Cottahs 6 Chittacks 42 sq. ft.
Tara Chand Roy	19 Cottahs 2 Chittacks 37 sq. ft.
Ratan Chand Roy	18 Cottahs 6 Chittacks 37 sq. ft.

AND WHEREAS by a Deed of Appointment of New Trustees dated 16th April 1981 and registered at the office of the Registrar of Assurances, Calcutta, in Book No. IV, Volume No. 40, Pages 258 to 261, being No. 1214 for the year 1981, the said Smt. Jyotsna Roy, the sole surviving Trustee to the Estate of Kala Chand Roy, since deceased, appointed Smt. Arati Dutta, daughter of Late Kala Chand Roy and wife of Sri Kartich Chandra Dutta, and Smt. Bharati Pyne, daughter of Late Kala Chand Roy and wife of Balaram Pyne, along with herself as Trustees by virtue of the power contained in that behalf in the aforesaid Deed of Settlement dated 19th January 1955 created by Kala Chand Roy, since deceased;

AND WHEREAS while thus seized and possessed of or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 19 (nineteen) Cottahs 1 (one)

Chittack 18 (eighteen) Square Feet, be the same a little more or less, together with the building and structures standing thereon, by a Deed of Conveyance dated 3rd August 1987, registered at the office of the District Registrar at Alipore, 24 Parganas (as it then was), and entered in Book No. 1, Volume No. 257, Pages - 187 to 205, being No. 12718 for the year 1987, the said Jyotsna Roy, Arati Dutta and Bhadrati Pyne sold, conveyed and transferred 14 (fourteen) Cottahs 13 (thirteen) Chittacks 14 (fourteen) square feet land out of the said 19 (nineteen) Cottahs 1 (one) Chittack 18 (eighteen) square feet land together with the building and structure standing thereon being a part or portion of the Premises No. 21/1, Darga Road, Kolkata - 700 017, unto and in favour of one M/s Rajiv Export Industries Private Limited, being the sister concern of the Purchaser herein, absolutely and for ever;

AND WHEREAS subsequently the remaining 4 (four) Cottahs 4 (four) Chittacks 4 (four) square feet land and the structures of the said Premises No. 21/1, Darga Road, Kolkata - 700 017, had been renumbered as Premises No. 21/1A, Darga Road, Kolkata - 700 017, which was held in trust created by Kala Chand Roy under the aforesaid Deed of Settlement dated 19th January 1955 and the said Deed of Settlement duly provided the terms that the trustees shall always be at liberty to sell, dispose

of or otherwise deal with the said trust property as per their sole discretion and choice;

AND WHEREAS by an Indenture of Sale dated 16th August 2005, registered at the office of the Registrar of Assurances, Kolkata, and entered in Book No. 1, Volume No. 1, Pages 1 to 37, being No. 4677 for the year 2006, the said Jyotsna Roy, Arati Dutta and Bharati Pyne as Trustees to the Estate of Kala Chand Roy, since deceased, sold, transferred and conveyed to the Vendors herein, mentioned as purchasers therein, the said remaining portion measuring about 4 (four) Cottahs 4 (four) Chittacks 4 (four) Chittacks, be the same a lit more or less, with structures standing thereon, lying and situate at and being Premises No. 21/1A, Darga Road, Police Station - Beniapukur, under the municipal limits of Kolkata Municipal Corporation, Kolkata - 700 017, for the considerations and on the terms and conditions mentioned therein;

AND WHEREAS in as much certain disputes had arisen between the Vendors and the Purchaser herein regarding the common boundary and as a result whereof two suits for declaration and injunction being T.S. No. 60 of 2007 and T.S. no. 86 of 2007 involving the premises No. 21/1A, Darga Road, Kolkata, and Premises No. 21/1A/1, Darga Road, Kolkata, were

filed in the Learned Court of the Second Civil Judge (Junior Division), Sealdah, South 24 Parganas, respectively by the Vendors and the Purchaser against each other;

AND WHEREAS at the instance of some well wishers both the Vendors and Purchaser amicably resolved such disputes whereby it was agreed that all that the said land measuring about 4 (four) Cottahs 4 (four) Chittacks 4 (four) square feet, be the same a little more or less, lying and situate at and being Premises No. 21/1A, Darga Road, Kolkata - 700 017, together with all structures including right over the common passage, if any, shall be sold and transferred by the Vendors to the Purchaser free from all encumbrances and charges with the intent that the Purchaser shall become the absolute owner of the premises No. 21/1, Darga Road and 21/1A Darga Road, Kolkata - 700 017, absolutely to the exclusion of the Vendors;

AND WHEREAS the Vendors are thus fully seized and possessed of and/or otherwise well or sufficiently entitled to All That the land measuring about 4 (four) Cottahs 4 (four) Chittacks 4 (four) square feet, be the same a little more or less, with structures standing thereon, lying and situate at and being Premises No. 21/1A, Darga Road, Police Station - Beniapur, within the municipal limits of the Kolkata Municipal Corporation,

Ward No. 64, Kolkata - 700 17, District - South 24 Parganas, as described in the Schedule hereunder written, hereinafter referred to as the "said property", free from all encumbrances;

AND WHEREAS the Vendors herein have accepted the offer of the Purchaser and have agreed to sell the said property at or for a total consideration of Rs. 65,00,000/- (Rupees Sixty Five Lac only) on the terms and conditions hereinafter appearing.

NOW THIS DEED WITNESSETH that:

1. In pursuance of the agreement and in consideration of the sum of Rs. 65,00,000/- (Rupees Sixty Five Lac only) paid by the Purchaser to the Vendors on or immediately before execution of these presents as per Memo of Consideration below (the receipt whereof the Vendors doth hereby admit and acknowledge and of and from the payment of same release and discharge the Purchaser as well as the said property hereby sold) the Vendors doth hereby grant, convey, transfer, assign and assure unto the Purchaser the **ALL THAT** the land measuring about 4 (four) Cottahs 4 (four) Chittacks 4 (four) Square Feet, be the same a little more or less, together with an Asbestos shed measuring about 400 (four hundred) square feet standing thereon,

lying and situate at and being Premises No. 21/1A, Darga Road, under Police Station - Beniapur, within the municipal limits of the Kolkata Municipal Corporation, Kolkata - 700 017, District - South 24 Parganas, as described in the Schedule hereunder written and delineated with red ink in the map annexed hereto, hereinafter referred to as the "said property", free from all encumbrances and the reversion or reversions, remainder or remainders, in connection with the said property and All the right, title, interest, property claims and demand whatsoever of the Vendors into or upon the said land TO HAVE AND TO HOLD the said property hereby granted, conveyed, transferred, assigned and assured and every part or parts thereof respectively together with its respective rights, members and appurtenances whatsoever unto the Purchaser absolutely and for ever and free from all encumbrances, trusts, liens and attachments whatsoever ALSO TOGETHER WITH the benefit of the covenant for production of the title deeds mentioned in any of the earlier title deeds relating to the said property SUBJECT NEVERTHELESS to easements and/or quasi-easements and other stipulations or provisions in connection with the beneficial use and enjoyment of the said property;

2. **NOTWITHSTANDING** anything contained herein or done hereto before the Vendors have got an absolute right, title and authorities to convey, sell and/or otherwise transfer the said the said property as described in the Schedule hereunder written and all rights, privileges and appurtenances thereto belonging and hereby sold, conveyed and transferred to the Purchasers the said property and that the Vendors have not done or knowingly suffered anything whereby the said property may be encumbered and/or affected and/or impeached in estate, title or otherwise.

3. The said property is not subject to any encumbrance, charges, trust, liens, attachment or demands whatsoever done by the Vendors now subsisting on the said property and that the same is not the subject matter of any litigation or proceedings and has not been offered as security or otherwise to any Court or revenue Authority.

4. The Vendors shall and will at all times hereafter indemnify and keep indemnified, save and harmless the Purchaser against all defects in title to the said property 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 Vendors to the said property or any mistake or deficiency in the title of the Vendors on the extent, description or other particulars of the said property.

5. The Purchaser shall henceforth peaceably and quietly hold, possess and enjoy the rents, issues and profits derivable from and out of the said property without any hindrance, interruption or disturbance from or by the Vendors and/or any other person or persons claiming through or under in trust for the Vendors and/or any let, hindrance, interruption or disturbances by any person or persons whomsoever.

6. All the taxes, land revenue and their impositions payable in respect of the said property till date have been fully paid by the Vendors and if any portion of such be found to have remain unpaid for the period unto that the same shall be deemed to be the liability of the Vendors and realizable from the Vendors and payable by the Vendors to the Purchaser.

7. The Vendors shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser, make, acknowledge, execute and perfect all such further and other lawful and reasonable acts, deeds, conveyances, matters, things and assurances whatsoever for further, better or more perfectly assuming the said property and/or part thereof unto the Purchaser in the manner aforesaid as shall or may be reasonably required.

8. The Vendors shall, unless prevented by fire or some other inevitable accident, from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser, produce to it or to its men, agents, attorneys or at any trial commission, examination or otherwise, as occasion shall require, any deed, document and/or writing as may be reasonably required by the Purchaser from time to time AND ALSO shall at the like request and cost of the Purchaser deliver to the Purchaser such attested or other copies or extracts of and from such deeds and writings as the Purchaser may require.

9. The Purchaser shall be entitled to sell, let out on rent, transfer, gift, lease or otherwise alienate the said property

hereby sold, conveyed and transferred and/or assigned unto the Purchaser to any person or persons without any consent of the Vendors and/or any other person at any price or consideration at the absolute discretion of the Purchaser.

10. With the execution of these presents the Vendors having transferred and conveyed all their rights, title and interest in the said property the aforesaid suit being Title Suit No. 60 of 2007 pending before the Learned 2nd Civil Judge, Junior Division, Sealdah, South 24 Parganas, has become infructuous and the Vendors hereby undertake to withdraw the said suit unconditionally.

11. Similarly having purchased the said property the Purchaser has acquired the right, title and interest in the said property there remains no meaning in proceeding with the Title Suit No. 86 of 2007 pending before the Learned 2nd Civil Judge, Junior Division, Sealdah, South 24 Parganas, and the Purchaser hereby agree to withdraw the same.

: SCHEDULE ABOVE REFERRED TO:

ALL THAT the piece and parcel of bastu land measuring about 4 (four) Cottahs 4 (four) Chittacks 4 (four) Square Feet, be the same a little more or less, TOGETHER WITH an Asbestos shed measuring about 400 (four hundred) square feet standing thereon, lying and situate at and being Premises No. 21/1A, Darga Road, Police Station - Beniapur, within the municipal limits of the Kolkata Municipal Corporation, Ward No. 64, Kolkata - 700 017, comprised in Holding No. 347 (Portion) in Sub-Division "A", Division - IV, Mouza - Tiljala, Sub-Registration Office - Sealdah, District - South 24 Parganas, and butted and bounded by:

ON THE NORTH: Mosque (Premises No. 21, Darga Road)

ON THE SOUTH: Premises No. 21/1A/1, Darga Road

ON THE EAST: Premises No. 21/1A/1, Darga Road

ON THE WEST: Darga Road

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

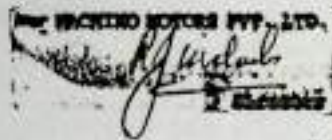
SIGNED AND DELIVERED

By the PARTIES above named at
Kolkata in the presence of the
Following WITNESSES

1. Sawood Ahmed
2. Shahid Ahmed
3. Md. Noorul Hassan
4. Marsoorul Hassan

SIGNATURE OF THE VENDORS.

1. Manik Das
Advocate
High Court,
Calcutta



2. Debroy Gini
Advocate
12/2, Old post
office street, (1st floor)
Kolkata - 700001.

SIGNATURE OF THE PURCHASERS

Drafted by me
Debroy Gini
Advocate
High Court, Calcutta
WB, dt. 27/1/2001

MEMO OF CONSIDERATION

Received of and from the within named Purchaser the within mentioned sum of Rs 65,00,000/- (Rupees sixty five lac only) being the consideration money paid under this Deed as per

Memo below:

Sr. No.	Demand Draft/ Pay Order No.	Date	Bank with Branch	Favouring	Amount (in Rs.)
1.	261605	15-01-08	Syndicate Bank, Aligarh Branch	Sawood Ahmed	22,75,000/-
2.	261606	15-01-08	Syndicate Bank, Aligarh Branch	Shahid Ahmed	22,75,000/-
3.	261607	15-01-08	Syndicate Bank, Aligarh Branch	Md. Noorul Hassan	9,75,000/-
4.	261608	15-01-08	Syndicate Bank, Aligarh Branch	Mansoorul Hassan	9,75,000/-
TOTAL					65,00,000/-

(Rupees Sixty Five Lac Only)

1. Sawood Ahmed
2. Shahid Ahmed
3. Md. Noorul Hassan
4. Mansoorul Hassan

SIGNATURE OF THE VENDORS

WITNESSES:

- 1). *Mansoorul Hassan*
At witness
Mansoorul Hassan, Aligarh
- 2). *Mansoorul Hassan*

SPECIMEN FORM FOR TEN FINGERPRINTS

PHOTO			Left Hand				
			Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
		Sawood Ahmed	Right Hand				
			Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
PHOTO			Left Hand				
			Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
		Shahid Ahmed	Right Hand				
			Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
PHOTO			Left Hand				
			Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
		Md. Noorul Hassan	Right Hand				
			Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
PHOTO			Left Hand				
			Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
		Md. Senul Hassan	Right Hand				
			Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger