

843

2007

I 591

26/11/2011

DEED OF SALE

B E T W E E N

SHRI SOMESH CHANDRA CHATTERJEE

.....VENDOR

A N D

MESSRS. SUMRIT TRADING (INDIA) PRIVATE LIMITED

.....PURCHASER

843
2007

591

भारतीय गैर न्यायिक

पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL
26/11/325/-

B 034740

Stamp duty reading by
the same duty paid
in the Doc No. 590
dt 31-08-2007

A - 29052-
E = 7-
E = 7-
290535/-

A - 29052-
E =
E =
Rs. 290535/-

DEED OF SALE

31-8-07

THIS DEED OF SALE made on this the 31st day of

August, in the year of Christ 2007 (Two Thousand and Seven)

BETWEEN

SHRI SOMESH CHANDRA CHATTERJEE, Son of Late
Subimal Chandra Chatterjee, by religion Hindu, by

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occupation Landholder, at present residing at the premises No. 19, Fern Road, Police Station Gariahat, Kolkata - 700019, hereinafter called and referred to as the **"VENDOR"** (which term or expression unless otherwise excluded by or repugnant to the subject or context shall be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART.**

A N D

MESSRS. SUMRIT TRADING (INDIA) PRIVATE LIMITED,

a Company incorporated under the Indian Companies Act, 1956 and acting through its Director Shri Harsh Agarwal, having its registered office at the premises No. 19-B, Ritchie Road, Flat No. 3A, Police Station Ballygunge, Kolkata - 700019, hereinafter called and referred to as the **"PURCHASER"** (which term or expression unless otherwise excluded by or repugnant to the subject or context shall be deemed to mean and include its successors-in-office, administrators, legal representatives and assigns) of the **OTHER PART.**

WHEREAS at all material times one GOPAL CHANDRA CHATTERJEE son of Late Kali Kamal Chatterjee was the absolute owner in respect of several landed properties including the premises No. 70, Beniapukur

Road, Police Station Beniapukur, Kolkata - 700014, District South 24-Parganas containing an area of 22 (twenty two) Cottahs 3 (three) Chittacks and 12 (twelve) Sq.ft. be the same a little more or less, together with the tin-sheds and other structures standing thereon.

AND WHEREAS the said GOPAL CHANDRA CHATTERJEE died intestate some time in the year 1914 leaving behind his only son NALIN BEHARI CHATTERJEE as his only legal heir and successor in respect of all the properties left behind him including the said premises No. 70, Beniapukur Road, Kolkata - 700014.

AND WHEREAS on or about the year 1919 the said NALIN BEHARI CHATTERJEE died intestate leaving behind his only son SUBIMAL CHANDRA CHATTERJEE, as his only heir and successor who inherited all the properties left behind by the said NALIN BEHARI CHATTERJEE including the said premises No. 70, Beniapukur Road, Police Station Beniapukur, Kolkata - 700014.

AND WHEREAS the said SUBIMAL CHANDRA CHATTERJEE died intestate on or about 3rd May 1981 leaving behind his widow SMT. KAMALA CHATTERJEE and his only son SOMESH CHANDRA CHATTERJEE as his

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heiress and heir under the Hindu Succession Act, 1956 in respect of all the properties left behind him including the said premises No. 70, Beniapukur Road, Police Station Beniapukur, Kolkata - 700014.

AND WHEREAS the said SMT. KAMALA CHATTERJEE died intestate on or about 27th September 1985 leaving her surviving her only son the said SOMESH CHANDRA CHATTERJEE who inherited all the properties left behind by the said Smt. Kamala Chatterjee including the premises No. 70, Beniapukur Road, Police Station Beniapukur, Kolkata - 700014.

AND WHEREAS in the premises as aforesaid the said SHRI SOMESH CHANDRA CHATTERJEE is now the absolute owner in respect of the said premises No. 70, Beniapukur Road, Police Station Beniapukur, Kolkata - 700014 containing an area of 22 (twenty two) Cottahs 3 (three) Chittacks and 12 (twelve) Sq.ft., be the same a little more or less comprising of several tin-shed and other structures occupied by several monthly and daily vendors and the said premises is a part or portion of Beniapukur Bazar.

AND WHEREAS the said SOMESH CHANDRA

CHATTERJEE the Vendor abovenamed being the sole and absolute owner of the said premises has been possessing and enjoying the same by collecting rents from the tenants without any interference and/or objection from any other person or persons.

AND WHEREAS the said SOMESH CHANDRA CHATTERJEE has since been mutated his name in the assessment records of the Kolkata Municipal Corporation as well as in the revenue records of the Government of West Bengal and has been paying the rates and taxes in respect of the said premises in his own name. The Kolkata Municipal Corporation has since been re-numbered the said premises as the Premises No.70, Hare Krishna Konar Road, Kolkata - 700014.

Hash Agorwal
AND WHEREAS by an agreement for sale dated 9th April, 2007 and duly registered at the office of the Additional District Sub-Registrar at Sealdah and recorded in Book No.I, being Deed No.P-309^{and Deed-590} for the year 2007 the VENDOR abovenamed has agreed to sell and transfer to the PURCHASER and the PURCHASER abovenamed has agreed to purchase and acquire from the VENDOR ALL THAT the piece and parcel of land measuring about 22 (twenty two) cottahs 3 (three) chittacks and 12 (twelve)

square feet be the same a little more or less, together with fully tenanted tin-shed and other structures standing thereon being a portion of Beniapukur Bazar, situated, lying at and being the premises No.70, Hare Krishna Konar Road (formerly known as the premises No.70, Beniapukur Road), Police Station Beniapukur, Kolkata - 700014 within the limits of ward No.60 of the Kolkata Municipal Corporation which is more particularly mentioned and described in the Schedule thereinunder written free from all encumbrances, liens, attachments, litigation, lease, trust, mortgage, lispendens and liabilities whatsoever at or for the total consideration of Rs.55,50,000/- (Rupees Fifty five lakhs fifty thousand) only, subject to the occupation by the monthly tenants and daily Vendors and the terms, conditions and stipulations contained thereinunder.

NOW THIS INDENTURE WITNESSETH that :-

1. In pursuance of the said Agreement and in consideration of the sum of Rs.55,50,000/- (Rupees Fifty five lakhs and fifty thousand) only paid by the Purchaser to the Vendor on or before the execution of these presents (the receipt whereof the Vendor abovenamed doth hereby as well as by the Memo of

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Consideration hereinunder written, admit and acknowledge and of and from the same and every part thereof for ever acquit, release and discharge the Purchaser, its successors-in-interests, administrators, legal representatives and assigns and also the said property hereby sold and transferred) the said SOMESH CHANDRA CHATTERJEE, the Vendor herein as beneficial owner do by these presents indefeasibly grant, sell, convey, transfer, assign and assure unto the Purchaser free from all encumbrances and liabilities whatsoever ALL THAT the piece and parcel of land containing an area of 22 (twenty two) cottahs, 3 (three) chittaks and 12 (twelve) square feet, be the same a little more or less TOGETHER WITH fully tenanted Tin-Shed and other structures standing thereon being a portion of Beniapukur Bazar, situated, lying at and being the premises No.70, Hare Krishna Konar Road (formerly known as the Premises No.70, Beniapukur Road), Police Station Beniapukur, Kolkata - 700014, which is more particularly mentioned and described in the Schedule hereinunder written and hereafter referred to as "the said Property" and delineated on the Plan or Map annexed herewith and marked with RED Border OR HOWSOEVER OTHERWISE the said

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property is now or heretofore were or was situated, butted, bounded, called, known, numbered, described and distinguished TOGETHER WITH all open spaces, Court yards, areas, ways, paths and passages, boundary walls, sewers, water, water courses, erections, fixtures and fittings, whatsoever thereunto belonging or in anywise held used occupied or appurtenant therewith TOGETHER FURTHER WITH benefits and advantages of all ancient and other rights, easements, liberties, privileges, appendages and appurtenances whatsoever thereunto belonging or in anywise appertaining thereto or with the same or any part thereof usually held used occupied enjoyed or reputed to belong or be appurtenant thereto AND the reversion or reversions, remainder or remainders, rents issues and profits thereof and all and every part thereof hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be TOGETHER FURTHER MORE all the estate, right, title, inheritance, use, trust, property, claim and demand whatsoever both at law and in equity of the Vendor into and upon the said property or every part thereof AND all deeds, pattas, writings, muniments and evidences of title which in anywise relate to the said property or any part or parcel thereof and which

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now are or hereafter shall or may be in the custody, power or possession of the Vendor or any person or persons from whom he can or may procure the same without any action or suit at law or in equity TO ENTER INTO AND TO HAVE HOLD OWN POSSESS AND ENJOY the said property and all lands, hereditaments, messuages, tenements, buildings, structures, benefits and rights and every part thereof hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be with their rights, members and appurtenances, unto and to the use of the Purchaser, its successors-in-interest, administrators, legal representatives and assigns, absolutely and for ever freed and discharged from or otherwise by the Vendor and well and sufficiently indemnified of, from and against all encumbrances, uses, trusts, claims, liens, lispens and attachments whatsoever created or suffered by the Vendor from to these presents.

II. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows :-

- a) **THAT** notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any of his ancestors

and predecessors-in-title, done or executed or knowingly suffered to the contrary, the Vendor had at all material times heretofore and still now lawfully and rightfully seized and possessed of and/or otherwise well and sufficiently entitled to the said property and all other rights, benefits and advantages hereby sold, conveyed, transferred, assigned and assured unto and in favour of the Purchaser in the manner aforesaid.

- b) **AND THAT** notwithstanding any act deed matter or thing whatsoever by the Vendor or by any of his predecessors and ancestors-in-title done or executed or knowingly suffered to the contrary the Vendor now has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said property and all other benefits and rights hereby granted sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid according to the true intent and meaning of these presents.
- c) **AND THAT** the said property and all rights and benefits relating thereto hereby granted, sold,

conveyed, transferred, assigned and assured or expressed or intended so to be, are now free from all claims, demands, encumbrances, liens, trust, attachments, lease, lispendens mortgage of whatsoever nature.

- d) **AND THAT** the Purchaser shall and may from time to time and at all times hereafter peacefully and quietly hold possess use and enjoy the said property and all benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser, its successors-in-interests, administrators, legal representatives and assigns in the manner aforesaid and receive all rents issues and profits thereof including all outstanding and due rents and every part thereof without any lawful hindrance eviction interruption disturbance claim or demand whatsoever from or by the Vendor or any person or persons lawfully rightfully or equitably claiming from under or in trust for the Vendor.
- e) **AND THAT** the Vendor abovenamed shall hereafter keep the Purchaser, its successors-in-interest, administrators, legal representatives and assigns,

saved harmless and indemnified against all estates, charges, encumbrances, litigations, mortgages, liens, attachments, lispendens, trusts, claims and demands whatsoever created, occasioned, or made by the Vendor or any person or persons lawfully or equitably or rightfully claiming as aforesaid and any losses, damages, expenses, claims, demands, actions and proceedings, arising in respect of the said property and/or any part thereof.

- f) **AND FURTHER THAT** the Vendor or any other person or persons having lawfully, rightfully and equitably claiming any estate or interest in the said property or any part thereof, from under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchaser, its successors-in-interests, administrators, legal representatives and assigns, do and execute or cause to be done and executed all such acts, deeds, matters and things whatsoever, for more perfectly assuring the said property and every part thereof and all benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured unto and in favour of the Purchaser in the manner aforesaid as shall or may be reasonably required.

- g) **AND THAT** the Vendor has not at any time done or executed or knowingly suffered to the contrary or been party or privy to any act deed matter or thing whatsoever whereby the said property and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be or any part thereof, can or may be impeached, encumbered or affected in title.
- h) **AND THAT** the Vendor hereby declare and assure the Purchaser that all rates, taxes, revenues and other outgoings in respect of the said property prior to the date of execution of these presents have been paid and cleared in full and no amount is outstanding and the Vendor hereby undertake to keep the Purchaser saved, harmless and indemnified against any claims, demands, expenses, losses, actions and proceedings as may be suffered by the Purchaser, its successors-in-interests and assigns arising out of any non-payment thereof.
- i) **AND THAT** the Vendor hereby deliver peaceful vacant possession of portions of the said premises which are now vacant and in the possession of the VENDOR and the rest of the said premises by attornment of tenancy in favour of the Purchaser.

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- j) **AND THAT** the Vendor, his heirs, executors, administrators, legal representatives and assigns shall and will hereafter at all times support the Purchaser to record its name in the revenue records as well as in municipal records as owner of the said property by mutation thereof for which no separate consent of the Vendor be required.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT the messuage, tenement, land, hereditaments and premises containing an area of 22 (twenty two) cottahs, 3 (three) chittacks and 12 (twelve) square feet, be the same a little more or less, together with Tin-shed and other structures standing thereon, being a portion of Beniapukur Bazar, situated, lying at and being the premises No.70, Hare Krishna Konar Road (formerly known as the premises No.70, Beniapukur Road) Police Station Beniapukur, Kolkata - 700014, District - 24 Parganas (South), within the limits of Ward No. 60 of the Kolkata Municipal Corporation which is more particularly delineated on the plan or map annexed hereto and marked with RED border. The said property is butted and bounded as follows :-

- ON THE NORTH : By portion of premises No. 27,
Linton Street;
- ON THE SOUTH : By Hare Krishna Konar Road;
- ON THE EAST : By premises No.1, Linton Street;
- ON THE WEST : By premises Nos. 60/1, 62/2, 63/3,
Hare Krishna Konar Road.

IN WITNESS WHEREOF the Vendor abovenamed has hereunto set and subscribed his own hand and has signed this Deed of Sale on the day, month and year first above written, in presence of following witnesses.

SIGNED SEALED AND DELIVERED at Kolkata by the VENDOR in presence of following WITNESSES :-

1. *Amanullah Khan*
NO. 11. Bibi Bagun Lane
Kat. 15

2. *Pravash Ban.*
66 Linton Street.
Cal - 14

Somesh Chandra Chatterjee
.....
Signature of the VENDOR

SIGNED SEALED AND DELIVERED at Kolkata by the common seal of the PURCHASER company affixed by Shri Harsh Agarwal, Director of the Company in terms of a resolution of the Board of Directors dated 4th April 2007, in the presence of following WITNESSES :-

1. *Amanullah Khan*

SHRI TRADING (INDIA) PVT. LTD.

Harsh Agarwal

.....
Signature of the
PURCHASER

RECEIVED from M/s. Sumrit Trading (India) Private Limited, the withinnamed Purchaser the withinmentioned sum of Rs.55,50,000/- (Rupees Fifty five lakhs fifty thousand) only being the full amount of consideration money as per Memo below :-

Rs.55,50,000.00

MEMO OF CONSIDERATION

By Demand Draft No.503373 dt.05.04.07
drawn on Indusind Bank Ltd. Rs. 9,00,000.00

By Cash paid on 09.04.2007 Rs. 1,00,000.00

By Demand Draft No.503373 dt.09.05.07
drawn on Indusind Bank Ltd. Rs.10,00,000.00

By Pay Order No.504169 dt.30.07.07
drawn on Indusind Bank Ltd. Rs.35,50,000.00

Total : Rs.55,50,000.00
=====

(Rupees Fifty five lakhs fifty thousand only)

WITNESSES :-

1. *Amanullesh Khan*
No-11, Bisi Bagan Lane
Cal-15
Amanullesh Khan

(Signature of the Vendor)

2. *Pranab Barua*
60/ Linton Street
Cal-14

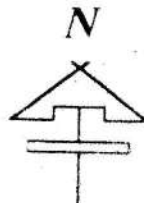
The contents of these presents and the receipts hereof are drafted, read over and explained by me to the parties hereto.

SK Razul Khan
Advocate

Typed by :

Rathindranath Maity
Rathindranath Maity,
10, Kiran Sankar Roy Road,
Kolkata - 700001.

PRE. NO. - 27, LINTON STREET



40.400 M.

2.620 M.

0.6 M.

PRE. NO. - 62/2,
HARE KRISHNA
KONAR ROAD

PRE. NO. - 62/2,
HARE KRISHNA
KONAR ROAD

PRE. NO. - 60/1,
HARE KRISHNA
KONAR ROAD

35.520 M.

P A S S A G E

23.650 M.

4.8 M.

15.150 M.

PRE. NO. - 1, LINTON STREET

PREMISES NO. -
70, HARE KRISHNA KONAR ROAD.

34.610 M.

HARE KRISHNA KONAR ROAD

LAND PLAN

**LAND PLAN AT PREMISES NO.- 70, HARE
KRISHNA KONAR ROAD.**

P.S. - BENLAPUKUR. KOLKATA - 700014.

W = 60, B = VI.

Sunil Chandra Dasgupta

SIGNATURE OF OWNER

AREA OF LAND











22 K. - 3 Ch. - 12 Sqft.

SCALE
1 : 300











DATE
10.05.2000

SPECIMEN FORM FOR TEN FINGER PRINTS


South Hand

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Harsh Agarwal

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

PHOTO

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

PHOTO

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



Handwritten mark resembling a stylized 'A' or '1' with a long horizontal stroke.

Additional District
Sub-Registrar, Sealdah
South 24 Parganas



Handwritten number '10-8-15'.

Additional District
Sub-Registrar, Sealdah
South 24 Parganas

10-9-07

247	26	260
594		
07		

Handwritten signature 'Regd'.