

00806

I-00927/2015

12-28



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

U 398193

certified that the document is admitted
 registration. the signature sheets and
 the endorsement sheets attached with
 this document are part of this document.

Mouza: Sultanpur
 P.S.: Baruiapur
 Mallickpur Gram Panchayat
 District – South 24 Parganas

District Sub-Registrar-IV
 Registrar U/S 7(2) of
 Registration Act 1908
 Alipore, South 24 Parganas
 - 3 FEB 2015

SALE DEED

THIS DEED OF SALE is made on this the 3rd day of February, Two Thousand and
 Fifteen (2015) A.D.

BETWEEN

DIGBASAN BANERJEE son of Late Radha Raman Banerjee by faith Hindu, by
 PAN. AEMPB456+K
 occupation Business, residing at 3, Suren Tagore Road, P.S. Gariahat, Kolkata-
 700019, hereinafter called 'the VENDOR (which expression shall mean and include
 by or repugnant to the context his heirs, executors, successors, representatives and
 assigns) of the ONE PART.

AND

SAMUNDAR RETAILS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 (CIN- U74999WB2012PTC182151 and PAN- AARCS8673D), having its registered office at 17, Shyama Prasad Mukherjee Road, Kolkata - 700025 Police Station Bhowanipore, represented by its authorized Signatory, Alope Kumar Singhania, son of Late Keshar Deo Singhania, of 35/1, DIAMOND HARBOUR ROAD BLOCK B, KOLKATA 700027, hereinafter referred to as the **PURCHASER** (which expression shall mean and include its/their successors-in-interest/office, administrators and/or assigns) of the **OTHER PART**:

THE PROPERTY: Sali (Agricultural) Land admeasuring 5.87 decimals out of 64 decimals land being the undemarcated portion of R.S. /L.R. Plot No. 357 appertains to L.R. Khatian No. 328, 330 in Mouza – Sultanpur, J.L. No. 16 within the limit of Mallickpur Gram Panchayat, P.S. – Baruipur, in the district of South 24 Parganas (herein after referred to as **the said landed property** more particularly described in the Schedule below and herein intended to be sold).

WHEREAS:

- A. The vendor herein represents, assures and confirms to the purchaser herein that he is the lawful recorded owner in respect of the said Landed property, as acquired by purchase from its erstwhile owner as described in the Schedule - "A" below;
- B. The vendor herein desires to sell the said Landed property, at and for the consideration of Rs. 3,27,299/- (Rupees Three Lakhs Twenty Seven Thousand Two Hundred and Ninety Nine only) free from all encumbrances;
- C. The vendor is one of the trustees of Mallabhum Human Resource Development Trust and the subject land is being used for carrying out objects of the aforesaid trust;
- D. In pursuance of the offer and acceptance and the Purchaser relying on the aforesaid representations, assurances and confirmation and believing the same to be true agreed to purchase the said landed property admeasuring 5.87 decimals out of 64 decimals at and for the said consideration of Rs. 3,27,299/- (Rupees Three Lakhs Twenty Seven Thousand Two Hundred and Ninety Nine only), and agreed to sell the said landed property to the Purchaser absolutely, forever and free from all encumbrances;
- E. It has been agreed by and between the parties that the consideration herein settled shall be paid directly to the said Mallabhum Human Resource

Development Trust and the vendor shall discharge the purchaser and the subject plot from making the consideration to the vendor.

- F. The purchaser has this day paid the entire consideration as per memo below to the vendor and now there is no impediment to execute and register the conveyance by the vendor in favour of the Purchaser, the vendor execute this Deed of Sale in the manner hereinafter appearing.

NOW THIS DEED OF SALE WITNESSES that in pursuance of the said agreement and in consideration of the sum of Rs. 3,27,299/- (Rupees Three Lakhs Twenty Seven Thousand Two Hundred and Ninety Nine only) paid by the Purchaser by way of Demand Draft in favor of Vendor in the manner aforesaid, as agreed (the receipt whereof the Vendor do hereby and also by the memo hereunder written admit and acknowledge and of and from the same and every part thereof, the Vendor do hereby forever release, discharge and acquit the Purchaser and each of them and the said Landed Property hereby intended to be granted, sold, conveyed and transferred), the Vendor having good right full power and absolute authority and indefeasible title to grant, convey, sell, transfer, assign the said Landed Property doth hereby jointly transfer, sell, convey, grant and assign to and unto the Purchaser **ALL THAT** piece and parcel of Sali land admeasuring **5.87** decimals out of **64** (Six four) decimals being the portion of R.S./L.R. Plot No. 357 appertains to L.R. Khatian Nos. 328, 330 situate in Mouza – Sultanpur, J. L. No. 16 within the limit of Mallickpur Gram Panchayat, P.S. – Baruipur in the district of South 24 Parganas, shown within the red verge in the plan annexed hereto, together with all easement right, more particularly described in the Schedule hereunder written and herein referred to as the **said landed property OR HOWSOEVER OTHERWISE** the said Landed property or any part thereof now are or is or heretofore butted, bounded, called, known, numbered, described or distinguished **FURTHER TOGETHER WITH** all that hereditaments, messuages, benefits, right or easement and advantages **AND ALL** manner of former or other rights, lights, liberties, easements, sewers, drains, water ways, path ancient and/or present or other rights, passages, privileges, emoluments, appendages and appurtenances whatsoever to the said Landed Property or any part belonging or in any wise appertaining to or which with the same or any part thereof now are or is or at any times heretofore were or was held used occupied or enjoyed or reputed to belong or be whatsoever both at law and in equity of the Vendor into and upon the said Landed Property or any part thereof **TOGETHER WITH** all writings and evidences of title exclusively relating to the said Landed Property or any part thereof which now are or hereafter

shall or may be in the custody power or possession of the Vendor or which the Vendor can or may procure without any action or suit at law or in equity **TO ENTER UPON AND TO HAVE AND HOLD, OWN, POSSESS AND ENJOY** the said Landed Property and every part thereof hereby granted sold and conveyed and transferred or expressed or intended so to be and every part thereof **TOGETHER WITH** all rights members and appurtenances unto and to the use of the Purchaser in fee simple absolutely and forever and free from all encumbrances and forever freed and discharged from or otherwise by the Vendor and well and sufficiently indemnified of and against all encumbrances claims, liens whatsoever created or suffered by the Vendor.

AND THE VENDOR DO HEREBY COVENANT WITH THE PURCHASER AND DECLARE that notwithstanding any act, deed, matter or thing by the Vendor done or executed or suffered to the contrary the Vendor lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to an absolute estate of inheritance in fee simple in possession of the said Landed Property and every part thereof and that the said Landed Property has not been affected nor has been requisitioned and acquisitioned or vested into the State of West Bengal under any provisions of the relevant Acts nor the Vendor has received any notice in relation thereto and that the said Landed Property is well within the ceiling limit of the Vendor and duly retained by the Vendor and that there is no previous agreement for sale executed by the Vendor in respect of the said Landed Property with any person or persons and that there is no order passed by any court or any statutory authority restraining the Vendor from selling, transferring and/or alienating the said landed property in any manner and that notwithstanding as aforesaid the Vendor has good right full power absolute authority and indefeasible title to grant, convey, transfer and assign the said Landed Property hereby granted, conveyed, and transferred or expressed or intended so to be unto and to the use of the Purchaser and in the manner aforesaid according to the true intent and meaning of these presents and that the Purchaser shall and will and may from time to time and at all times hereafter peaceably and quietly enter into, hold, possess and enjoy the said Landed Property hereby granted sold and conveyed and receive rents, issues and profits thereof and every part thereof without any lawful eviction, interruption, disturbances, obligations, restrictions, claim and demand whatsoever from or by the Vendor and all persons claiming from under or in trust of the Vendor and that free and clear and freely and clearly and absolutely acquitted, exonerated, discharged and released or otherwise by and at the costs and expenses of the Vendor well and sufficiently saved and kept indemnified of from and against all

and all manner of charges, mortgages, claims, demands, liens, lispendens, debts, attachments and encumbrances whatsoever made or suffered by the Vendor or any of the ancestors or predecessors-in-title or any person or persons lawfully or equitably claiming as aforesaid and further that the Vendor and all persons having or lawfully or equitably claiming any estate and interest whatsoever in the said Landed Property or any part thereof from through under or in trust of the Vendor or any other person or persons as aforesaid shall and will from time to time and at all times hereafter at the request and cost of the Vendor do and execute and caused to be done and executed all such other and further assurances, acts, deeds, matters and things for further better and more perfectly granting and transferring the said Landed Property and every part and parcel thereof unto and to the use of the Purchaser according to the true intent and meaning of these presents as shall or may be reasonably required AND FURTHER the Vendor do hereby covenant with the Purchaser that if it transpires that the said Landed Property hereby conveyed, sold and transferred by the Vendor is not free from all encumbrances as herein before stated the Vendor shall be liable to the Purchaser to make good any loss sustained by it and furthermore, the Vendor shall at all times hereafter indemnify and keep indemnified the Purchaser against any loss damages cost charges expenses if any, suffered by any reason of any defect of title of the Vendor and any breach of the covenants herein contained;

AND FURTHER it is agreed that the Vendor shall deliver all original documents of title and other related papers, parchas etc. in case any parcha or Deeds be related to other properties which are not conveyed by such seller/ Vendor, then such seller/ Vendor shall deliver a official certified true copy of the original parcha or deed issued by the authorities duly self attested. If vendor is found to misuse any deed/chain deed aforesaid and thereby title of the aforesaid land is effect the vendor shall be liable to the Purchaser to make good any loss sustained by it and furthermore, the vendor shall at all times hereafter indemnify and keep indemnified the purchaser against any loss damages cost, charges expenses if any, suffered by any reason of any misuse of the title deed/chain deed of the Vendor.

AND FURTHER it is agreed by and between the Vendor and the Purchaser that whenever and wherever any interpretation would be necessary in order to give the fullest scope and effect legally possible to any covenant or contract herein contained the terms and expressions 'the Vendor's and 'the Purchaser' shall mean and include their and each of their respective legal representatives, successors-in-office/interest, executors, administrators and/or assigns.

THE VENDOR FURTHER AGREES, DECLARES, ASSURES AND CONFIRMS THAT:

- i. The Vendor shall render all assistance in mutating the name of the Purchaser as owner of the said landed property in the records of the B.L & L.R.O., Mallickpur Gram Panchayat and other concerned offices at the cost of purchaser.
- ii. Proportionate annual rent is payable to the Government of West Bengal through Block Land and Land Reforms Office.
- iii. The Vendor has paid the property tax/rents upto the date of Deed of conveyance in respect of the said landed property.
- iv. The said Landed Property is not wet land property and now being used as sali or agricultural land and has no direct access to any road.
- v. There is no bargadar.
- vi. That the photographs and 10 fingers impression of the Vendor and Purchaser are attached herewith made an integral part of this Deed.

THE SCHEDULE - "A" ABOVE REFERRED TO

(THE DEVOLUTION OF TITLE OF THE PROPERTY TO THE VENDOR)

- A. One Nantu Das and Narayan Chandra Das are the owners of the land admeasuring 32 decimals out of 64 decimals in R.S. /L.R. Dag No. 357 under L.R. Khatian Nos. 328, 330 of Mouza Sultanpur, J.L. No. 16 within the limit of Mallickpur Gram Panchayat, P.S. Baruipur, District South 24 Parganas;
- B. While seized and possessed of the said landed property said Nantu Das died intestate leaving behind his three sons namely Mihir Kumar Das, Dhir Kumar Das, and Tarun Kumar Das and two daughters namely Bina Das and Leena Das and none else as his heirs and legal representatives and they inherited the estate of the said Nantu Das, deceased as par Hindu Law of Inheritance;
- C. While seized and possessed of the said landed property said Narayan Chandra Das died intestate leaving behind his six sons namely Sannyasi Das, Santosh Das, Parikshit Das, Prahlad Das, Kalipada Das, and Amal Das and only daughter namely Mayarani Das and none else as his heirs and legal representatives and they inherited the estate of the said Narayan Chandra Das, deceased as par Hindu Law of Inheritance;

- D. While seized and possessed of the said landed property said Sannyasi Das and his wife Tarasundari Das died intestate leaving behind Santosh Das, Parikshit Das, Prahlad Das, Kalipada Das, and Amal Das and Mayarani Das and none else as their heirs and legal representatives and they inherited the estate of the said Sannyasi Das and Tarasundari Das, deceased as par Hindu Law of Inheritance;
- E. The said Sri Amal Das executed and registered a General Power of Attorney on 24.01.2014 which was registered in the office of A.D.S.R, Baruipur and recorded in Book No. – IV, CD Volume No. 1, Pages 931 to 940 being No. 00103 for the year 2014 in favour of Sanjay Das to sell, execute and register the Sale deed alongwith other several powers in respect of his share in the said landed property;
- F. The said Amal Das through his constituted Attorney Sanjay Das and Leena Das (Halder) while seized, possessed of the aforesaid landed property, sold, transferred and conveyed their right, title and interest in the said landed property, by virtue of a Deed of Sale dated 01.12.1965 which was registered in the Office of ADSR Baruipur and was recorded in Book No. I, CD Volume No. 19 Pages 2803 to 2816 being No. 09935 for the year 2014 all that Sali land measuring 5.87 decimals out of 64 decimals appertaining to R.S. /L.R. Dag No. 357, of the said Sultanpur mouja J. L. No. 16 within the limit of Mallickpur Gram Panchayat, P.S. – Baruipur in the district of South 24 Parganas to Digbasan Banerjee for the consideration mentioned therein absolutely forever and free from all encumbrances;
- G. Thus in the aforesaid manner, the said Digbasan Banerjee became the absolute owner of the land admeasuring 5.87 decimals out of 64 decimals of R.S. & L.R. Plot No. 357 lying and situate at Mouza Sultanpur, J.L. No. 16, P.S. Baruipur, in the District of South 24 Parganas and have good marketable title thereto.

THE SCHEDULE "B" ABOVE REFERRED TO
(THE SAID LANDED PROPERTY)

ALL THAT Sali land admeasuring 5.87 decimals out of 64 decimals being the undemarcated part of R.S. /L.R. Dag No. 357, appertain to L. R. Khatian Nos. 328, 330, of Mouza – Sultanpur, J. L. No. 16 within the limit of Mallickpur Gram Panchayat, P.S. – Baruipur in the district of South 24 Parganas shown within the red verge in the plan annexed hereto, together with all easement right presently the subject dag is butted and bounded in the manner following:

On the North : By Dag No. 216 of Sultanpur Mouza;

IN WITNESSES WHEREOF the Vendor has executed and delivered this Deed of Sale on the day month and year first above written.

EXECUTED AND DELIVERED by the within named parties at Kolkata in the presence of:

1. Ashu Bhawan
P.O + Vill - Kallikapur
P.S - Baruipur
Kot- 145.
Business
2. Moti Singh
2 Hmtt
Kot 01.

Digbasan Barua
VENDOR

Drafted by me and prepared in my office:

Ashok Kumar Singh
(ASHOK KUMAR SINGH)
Advocate
High Court, Calcutta

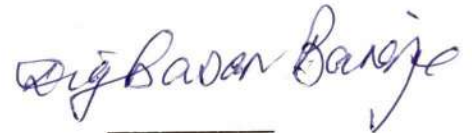
RECEIPT

RECEIVED of and from the Purchaser the sum of Rs. 3, 27,299/- (Rupees Three Lakhs Twenty Seven Thousand Two Hundred and Ninety Nine only) towards within mentioned consideration of the within named Property in full and final settlement as per memo below.

MEMO

SN	D.D. No.	Date	Bank and its address	In favour of	Amount (Rs.)
1.	000029	3/02/15	HDFC BANK LTD.	Mallabhum Human Resource Development Trust	3, 27,299/-
2.					
3.					
TOTAL					3, 27,299/-

Rupees Three Lakhs Twenty Seven Thousand Two Hundred and Ninety Nine only



VENDOR

WITNESSES:

1. Arun Ghoshwala
P.O+Vill- Kallikrupa
P.S- Baraipur
Kot. 145

2. MOC/Sial
2-Hare Street
Kotol.

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

D. 00927/15

GRN: 19-201415-001747317-1

Payment Mode Online Payment

GRN Date: 03/02/2015 11:21:05

Bank : HDFC Bank

BRN : 140042673

BRN Date: 03/02/2015 11:35:14

DEPOSITOR'S DETAILS

Id No. : 1604L000001090/1/2015

[Query No./Query Year]

Name : SAMUNDAR RETAILS PVT LTD

Contact No. : Mobile No. : +91 9433080062

E-mail :

Address : 17 S P MUKHERJEE ROAD
KOLKATA 700025

Applicant Name : Samundar Retails Pvt Ltd

Office Name : D.S.R. - IV SOUTH 24-PARGANAS, South 24-Parganas

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks : Requisition Form Filled in Registration Office

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	1604L000001090/1/2015	Property Registration- Stamp duty	0030-02-103-003-02	16375
2	1604L000001090/1/2015	Property Registration- Registration Fees	0030-03-104-001-16	3636

Total

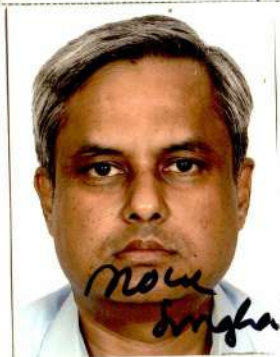
20011

In Words : Rupees Twenty Thousand Eleven only

The image displays five circular diagrams arranged horizontally, illustrating the stages of plant growth. From left to right: 1. A small seed with a central point and a few radiating lines. 2. A seedling with a small central point and a few radiating lines. 3. A seedling with a small central point and a few radiating lines. 4. A seedling with a small central point and a few radiating lines. 5. A mature plant with a large central point and many radiating lines.



Thumb	Index	Middle (Right Hand)	Ring	Little



Thumb	Index	Middle	Ring	Little
		(Right Hand)		

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Thumb	Index	Middle	Ring	Little
(Right Hand)				

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Thumb	Index	Middle (Right Hand)	Ring	Little
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SAMUNDAR RETAILS PRIVATE LIMITED

Authorised Signatories

Director

SITE PLAN

R.S.DAG NO:357 KHATIAN NO:

MOUJA:SULTAPUR J.L NO-16

GRAM PANCHAYET: MULLICKPUR

P.S:BARUTPUR DIST-24 PGNS(S)

EXTRACT FROM R.S. MOUJA MAP

TOTAL DAG AREA:64 DECIMALS

AREA SOLD HEREIN :5.87 DECIMALS(MORE OR LESS) (UNDEMARCATED)

216

356

DAG .NO-357
64-DECIMALS

357/808

358

255

BERALIA

Digbasan Banerjee

SIGNATURE OF VENDORS

Mou Singhani

SIGNATURE OF PURCHASER



Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 00927 of 2015
(Serial No. 00806 of 2015 and Query No. 1604L000001090 of 2015)

On 03/02/2015

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 17.28 hrs on :03/02/2015, at the Private residence by Digbasan Banerjee ,Executant.

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 03/02/2015 by

1. Digbasan Banerjee, son of Late Radha Raman Banerjee , 3 Suren Tagore Rd, Thana:-Gariahat, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700019, By Caste Hindu, By Profession : Business

Identified By D K Chakraborti, son of Late B C Chakraborti, 22/2d Fern Rd, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700019, By Caste: Hindu, By Profession: Others.

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

On 04/02/2015

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-3,27,299/-

Certified that the required stamp duty of this document is Rs.- 16375 /- and the Stamp duty paid as: Impresive Rs.- 100/-

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

On 09/02/2015

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23, 4 of Indian Stamp Act 1899.

Registration Fees paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Registration Fees Rs. 3,636/- paid online on 02/02/2015 10:05PM with Govt. Ref. No. 192014150017473171 on 02/02/2015 9:51PM, Bank: HDFC Bank, Bank Ref. No. 140042673 on 02/02/2015 10:05PM, Head of Account: 0030-03-104-001-16, Query No:1604L000001090/2015

Stamp Duty paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB



(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV
EndorsementPage 1 of 2



Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 00927 of 2015
(Serial No. 00806 of 2015 and Query No. 1604L000001090 of 2015)

Stamp duty Rs. 16,375/- paid online on 02/02/2015 10:05PM with Govt. Ref. No. 192014150017473171 on 02/02/2015 9:51PM, Bank: HDFC Bank, Bank Ref. No. 140042673 on 02/02/2015 10:05PM, Head of Account: 0030-02-103-003-02, Query No:1604L000001090/2015

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV



(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV
EndorsementPage 2 of 2

Certificate of Registration under section 60 and Rule 69.

Registered in Book, - I
CD Volume number 4
Page from 2063 to 2078
being No 00927 for the year 2015.




(Tridip Misra) 10-February-2015
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS
West Bengal