

भारतीय गैर न्यायिक

दस
रुपये
रु.10



TEN
RUPEES
Rs.10

INDIA NON JUDICIAL

पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

94AA 275491

THIS AGREEMENT made this 5th day of May Two Thousand and Fifteen BETWEEN (1) CHEKSONS BROKING COMPANY PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Elegant Towers, 2nd Floor, 224A, Acharya Jagadish Chandra Bose Road, Police Station Karaya, Kolkata-700017 having PAN AABCC2135J, represented by its Director, Shri Bipin Kumar Vohra, son of Late J.L. Vohra residing at 135G, S.P. Mukherjee Road, P.S Tollygunge, Kolkata-700026, having PAN ABSPV5885B (2) TECHMART BROKING COMPANY PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Elegant Towers, 2nd Floor, 224A, Acharya Jagadish Chandra Bose Road, Police Station Karaya, Kolkata-700017, having PAN AACT9641D, represented by its Director Shri Bipin Kumar Vohra, son of Late J.L. Vohra residing at 135G, S.P. Mukherjee Road, P S. Tollygunge, Kolkata-700026 having PAN ABSPV5885B hereinafter referred to as "the VENDORS" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective successors or successors-in-office and/or successors-in-interest or permitted assigns) of the

For CHEKSONS BROKING CO. PVT. LTD.

Director

For Techmart Broking Co. Pvt. Ltd.

Director

For Rutt Deen Pvt. Ltd.

Director

50676

No..... Sold to.....
Address.....
Rs.....
Date.....

PANKAJ SHROFF & COMPANY
Advocate
Government Place (North)
Kolkata-700001
PANKAJ SHROFF & COMPANY
Advocate
Government Place (North)
Kolkata-700001

18 MAR 2015
SIRAJ DEY

Licence No.-18A
Licensed Stamp Vender
Custom-House, CHA Hall, Kol-1



50676

THIS AGREEMENT is made this 18th day of March, 2015 between Siraj Deo Prasad
(1) CHITRON BROKING COMPANY PRIVATE LIMITED, a Company
incorporated under the Companies Act, 1956 having its registered office at
Bhadrachal, Town, and Post 35A, Aditya Jagadish Chandra Bose Road, Kolkata
District, West Bengal-700017, having PAN AAAC1232, represented by its
Director Siraj Deo Prasad, having PAN AAAC1232, residing at 113C, 2P,
Mokhleswar Road, 2, Tollygunge, Kolkata-700034, having PAN AAAC1232 (2)
THE CHITRON BROKING COMPANY PRIVATE LIMITED, a Company incorporated
under the Companies Act, 1956 having its registered office at Bhadrachal, Town, and Post
35A, Aditya Jagadish Chandra Bose Road, Police Station Kanay, Kolkata-
700017, having PAN AAAC1232, represented by its Director Siraj Deo Prasad,
having PAN AAAC1232, residing at 113C, 2P, Mokhleswar Road, 2,
Tollygunge, Kolkata-700034 having PAN AAAC1232, represented by Siraj Deo Prasad,
the VENDOR, (which expression shall be construed to mean and include their respective successors or
successors in office and/or assigns, now or hereafter or permitted assigns) of the

ONE PART AND RUTT DEEN PRIVATE LIMITED a Company incorporated under the Companies Act, 1956 having its Registered Office at 21B, Loudon Street, Police Station Park Street, Kolkata – 700016 having PAN AABCR2664P, represented by its Director Mr. Ranveer Singh, son of Mr. Ravinder Singh residing at Flat No. 2A, 2nd Floor, 11, Hindustan Park, Police Station Gariahat, Kolkata-700029 having PAN BFVPS9270R, hereinafter referred to as “the **PURCHASER**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office, successors-in-interest and/or permitted assigns) of the **OTHER PART**:

WHEREAS:

- A. The Vendors and the Purchaser are the joint owners of All That land with buildings and structures at premises containing an area of 42 Cottahs more or less, situate, lying at and being Municipal Premises No. 21B, Dr. U. N. Brahmachari Street, Kolkata-700017 more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as “the **SAID PREMISES**”.
- B. Out of the said premises containing a land area of 42 Cottahs, the Vendors are the owners of undivided 16 Cottahs and the Purchaser is the owner of undivided 26 Cottahs.
- C. The said Premises was originally known as Premises No. 21, Loudon Street, Kolkata which was thereafter divided into two properties, one being Premises No. 21A, Loudon Street, Kolkata containing a land area of 16 Cottahs (hereinafter referred to as the “**said Premises No. 21A**”) and the other being Premises No. 21B, Loudon Street, Kolkata containing a land area of 26 Cottahs (hereinafter referred to as the “**said Premises No. 21B**”) and both such Premises were subsequently amalgamated on 24th December, 2008 by the Kolkata Municipal Corporation to form a single Premises No. 21B, Loudon Street, being the said Premises.
- D. The said previous Premises No. 21A, Loudon Street, Kolkata containing a land area of 16 Cottahs more or less was purchased by the Vendors by an Indenture of Conveyance dated 19th May, 2006 and registered with the Additional Registrar of Assurances-II, Kolkata, in Book No. I, Volume No. 1, Pages 1 to 25 being No. 7361 for the year 2006 from the owners thereof and for the consideration therein mentioned.

For CHEKSONS BROKING CO. PVT. LTD.


Director

For Techmart Broking Co. Pvt. Ltd.


Director

For Rutt Deen Pvt. Ltd.



Director

- E. The said previous Premises No. 21B, Loudon Street, Kolkata containing a land area of 26 Cottahs more or less was purchased by the Purchaser by the following two Indenture of Conveyances :
- (i) By an Indenture of Conveyance dated 3rd June, 1982 and registered with Registrar of Assurances, Calcutta in Book I Volume No. 185 Pages 139 to 150 Being No. 4593 for the year 1982, the Purchaser herein purchased a portion measuring 16 Cottahs.
 - (ii) By an Indenture of Conveyance dated 19th January, 2007 and registered with the Additional Registrar of Assurance-II, Kolkata in Book I Volume No.1 Pages 1 to 24 Being No. 525 for the year 2007, the Purchaser purchased portion measuring 10 Cottahs in the said Premises No. 21B Loudon Street, Kolkata.
- F. By a Deed of Exchange dated 22nd September, 2007 registered with Additional Registrar of Assurances-II, Kolkata in Book I, Volume No. 1, Pages 1 to 9, Being No. 8606 for the year 2007, the Vendors conveyed 1.625 % share equivalent to 26 Square Feet of land in the said Premises No. 21A, Loudon Street, and in exchange thereof the Purchaser conveyed to the Vendors undivided 1% share equivalent to 26 Square Feet of land in the said Premises No. 21B Loudon Street and thereby the Vendors and the Purchaser became the joint owners of both the properties which were amalgamated into the said Premises.
- G. The Vendors have created a mortgage against deposit of Title Deeds in favour of Yes Bank Ltd. (hereinafter referred to as '**the said Bank**') and deposited the Original Title Deeds of the Original previous Premises No. 21A Loudon Street, Kolkata with the said Bank (hereinafter referred to as the '**said Mortgage**').
- H. By a Development Agreement dated 18th July, 2014 made between the Vendors and the Purchaser as the Owners of the One Part and one Loudon Developers LLP (hereinafter referred to as '**the Developer**') as Developer of the other part registered with the Additional Registrar of Assurances-II, Kolkata in Book I Volume No. 64 Pages 2463 to 2506 Being No. 13070 for the year 2014 (hereinafter referred to as '**the Said Development**

For CHEKSONS BROKING CO. PVT. LTD.


Director

For Techmart Broking Co. Pvt. Ltd.


Director

For Rutt Deen Pvt. Ltd.



Director

Agreement') the parties hereto have appointed the said Louden Developers LLP as developer of the said premises at and for the consideration and on the terms and conditions therein contained. The said Development Agreement is still valid and subsisting. Yes Bank Limited, vide their letter dated 27th May, 2014 has consented to the grant of the said Development Agreement.

- I. The Vendors have agreed to sell and transfer to the Purchaser and the Purchaser has agreed to purchase **ALL THAT** the Vendors' entire undivided part or share in the said Premises, containing an area of 16 Cottahs more or less more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as "**the said share in the said Premises**" in a state free from all encumbrances, mortgages (save and except the said Mortgage) charges, liens, leases, tenancies, occupancy rights, lispendens, attachments, uses, debutters, trusts, acquisition, requisition, alignment, claims, demands and liabilities whatsoever or howsoever and with peaceful possession thereof **together with** the entirety of the Vendors' share right title and interest whatsoever in all existing buildings and structures now lying thereon and also in all new buildings and structures to be constructed hereafter **and together with** all rights interest benefits of the Vendors (including benefits of contract) and also the obligations of the Vendors (save those already complied with) in respect of, under, pursuant to or arising out of the said Development Agreement **But Subject To** the said Mortgage **And Subject To** the Said Bank according its consent for sale of the said share in the said Premises and has represented and assured the Purchaser as follows:

- J.
- (i) That save and except the said Mortgage, the said Premises is free from all encumbrances mortgages, charges, liens, lis pendens, annuity, debutters, wakf, devseva, trusts, attachments, leases, tenancies and occupancy rights, uses, acquisition, requisition, vesting, alignment, claims, demands and liabilities whatsoever or howsoever;
- (ii) That the Vendors have been in exclusive continuous, open, vacant and peaceful possession of the said Premises and every part thereof without any claim by any other person whatsoever and the Vendors and the Purchaser are now in peaceful

For CHEKSONS BROKING CO. PVT. LTD.


Director

For Techmart Broking Co. Pvt. Ltd.


Director

For Rutt Deen Pvt. Ltd.


Director

possession thereof subject to the rights of the Developer under the said Development Agreement;

- (iii) That there is now no default in respect of obligations of the Vendors under the said Mortgage or the said Development Agreement. There is no dispute, claim or action with Yes Bank or the Developer under the Development Agreement or any other person in any way relating to or connected with the said Premises.
- (iv) That the Vendors shall as part of its obligations secure the consent and confirmation in respect of the transaction envisaged herein and this Agreement shall be effective only upon such consent being granted by Yes Bank. The Vendors shall also apply for and obtain from the Developer under the Development Agreement its consent for the purpose of the sale being made.
- (v) That save and except the Vendors and the Purchaser and the rights under the said Mortgage and the said Development Agreement, no other person has or have ever claimed or could ever claim any right, title or interest in the said Premises or any part or share thereof and nor any person or persons have made any claim or raised any dispute in respect of or relating to the said Premises or any part or share thereof in any manner whatsoever;
- (vi) That the Vendors having marketable and legal title and ownership of the said share in the said Premises agreed to sell and transfer the said Premises to the Purchaser at and for the consideration mentioned herein and assure that the Purchaser shall acquire a clear free and marketable title to the said share in the said Premises;
- (vii) That no municipal or other taxes, fee, amount or outgoing on any account whatsoever relating to the said Premises are due or outstanding towards any person or authority whatsoever;

For CHEKSONS BROKING CO. PVT. LTD.


Director

For Techmart Broking Co. Pvt. Ltd.


Director

For Rutt Deen Pvt. Ltd.

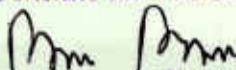

Director

- (viii) That no notice or claim has been received by the Vendors which would affect the ownership, user, enjoyment and transfer of the Vendors in respect of the said Premises;
- (ix) That there is no action, suit, appeal or litigation in respect of the said Premises or in any way concerning therewith or any part or share thereof pending or filed at any time heretofore;
- (x) That no person has ever claimed any right title interest or possession whatsoever in the said Premises or any part thereof nor sent any notice in respect thereof and that save and except the Vendors and the Purchaser and the rights under the said Mortgage and the said Development Agreement, no other person can claim any right, title or interest whatsoever in the said Premises or any part thereof;
- (xi) That save the said Mortgage and the said Development Agreement and save those relating to sale of the said Premises to the Purchaser herein, the Vendors have not dealt with or encumbered the said Premises in any manner nor entered upon any Agreement or contract in respect thereof;
- K. **AND WHEREAS** relying on the aforesaid representations and assurances made and/or contained on the part of the Vendors and believing the same to be true and correct and acting on faith thereof, the Purchaser has agreed to purchase the said property from the Vendors at or for a total consideration of **Rs. 14,40,00,000 /-** (Rupees Fourteen Crore Forty Lakhs) only.
- L. At or before execution of these presents, the Purchaser has paid the entirety of the consideration of **Rs.14,40,00,000/-** (Rupees fourteen crores forty lacs only) to the Vendors as detailed in the Memo of Consideration hereunder written.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-

1. This Agreement and the transaction intended herein shall be effective only if and upon Yes Bank giving its written consent to the same.

For CHEKSONS BROKING CO. PVT. LTD.


Director

For Techmart Broking Co. Pvt. Ltd.


Director

For Rutt Deen Pvt. Ltd.


Director

2. Subject as above, the Vendors have agreed to sell and transfer to the Purchaser and the Purchaser has agreed to purchase from the Vendors **ALL THAT** land with buildings structures and premises containing a land area of 16 Cottahs more or less situate lying at and being undivided portion of Premises No. 21B, Dr. U.N. Brahmachari Street {formerly Premises No. 21A, and 21B, and theretofore 21, Dr. U.N. Brahmachari Street (previously known as Loudon Street)} under Police Station Park Street in Ward No. 63 of the Kolkata Municipal Corporation morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as "the said Share in the said Premises" **AND TOGETHER WITH** all rights interest benefits of the Vendors (including benefits of contract) in respect of, under, pursuant to or arising out of the said Development Agreement recited hereinabove in part **AND TOGETHER WITH** all and every benefits of and/or arising out of the building permits, sanction plans, specifications and all permissions and clearances obtained from the Kolkata Municipal Corporation and other authorities **AND TOGETHER WITH** the right to cause construction of and receive the realizations and/or own, enjoy and/or transfer the allocation of the Vendors thereunder (all hereinafter collectively referred to as "the Subject Property") free from all encumbrances mortgages charges leases tenancies occupancy rights liens lispens attachments trusts claims demands acquisition requisition alignment claims demands and liabilities whatsoever or howsoever, save and except and subject to the said Mortgage and the said Development Agreement and having the effect that the Purchaser shall upon completion of purchase become the sole and absolute owner of the said premises, on the terms and conditions hereinafter contained.
3. The total consideration payable by the Purchaser to the Vendors shall be a sum of Rs. 14,40,00,0000/- (Rupees Fourteen Crore Forty Lacs) only.
4. It is recorded that that the Purchaser has, subject to the provisions for refund as hereinafter stated, paid the entirety of the said Consideration to the Vendors at or before the execution hereof (the receipt whereof the Vendors do hereby as also by the receipt and memo hereunder written admit and acknowledge).
5. The Vendors further accept that the joint legal possession of the parties heretofore shall henceforth be exclusively with the Purchaser and the Vendors hereby confirm to have delivered peaceful possession of the said premises to the Purchaser.

For CHEKSONS BROKING CO. PVT. LTD.


Director

For Techmart Broking Co. Pvt. Ltd.


Director

For Rutt Deen Pvt. Ltd.


Director

6. To expedite the transaction envisaged herein, the parties have also prepared a mutually acceptable draft deed of conveyance for completion of sale envisaged herein and initialed the same for identification separately.
7. The Vendors shall with co-operation from the Purchaser apply to Yes Bank for securing and obtaining a permission from the Bank for execution of the Deed of Conveyance in accordance with the approved format to complete the transaction envisaged herein. The Purchaser agrees to deposit the original of the Deed of Conveyance to be executed in its favour in pursuance hereof with the Bank as security for the current loans.
8. Upon Yes Bank according its consent and/or no objection to the sale in favour of the Purchaser, the Vendors shall execute and register the sale deed as per the approved format or with such changes therein as suggested by the Bank or with any factual or necessary modifications as may be mutually agreed between the Parties.
9. In case Yes Bank refuses to or declines the consent and/or no objection or puts conditions not acceptable to the parties or otherwise due to any reason or the consent of Yes Bank does not materialize within 6 months from the date hereof, the transaction proposed to be carried out hereunder shall be canceled and the Parties shall revert to the position in which they were but for the execution of this Agreement and accounting of the consideration paid by the Purchaser to the Vendors shall be reverted to the position as it were prior to the execution of this agreement or be refunded by the Vendors to the Purchaser, as the circumstances may necessitate.
10. The Vendors shall also obtain a written consent of the Developer accepting the transaction envisaged herein.
11. The sale shall be free from all encumbrances mortgages, charges, liens, lis pendens, annuity, debutters, wakf, devseva, trusts, attachments, leases, tenancies and occupancy rights, uses, acquisition, requisition, vesting, alignment, claims, demands and liabilities whatsoever or howsoever save and subject to the said Mortgage and the said Development Agreement.

For CHEKSONS BROKING CO. PVT. LTD.


Director

For Techmart Broking Co. Pvt. Ltd.


Director

For Rutt Deen Pvt. Ltd.


Director

12. The Vendors shall be liable fully and in all manner if any representation or assurance made and/or given by the Vendors is found to be false or misleading and shall keep the Purchaser forever fully saved harmless and indemnified from any loss, damage, cost, claim, demand, action or proceeding whatsoever or howsoever.
13. The original documents of title are already in the custody of Yes Bank and all other documents lying with the Vendors shall be handed over by the Vendors to the Purchaser on completion of sale envisaged herein.
14. No amendment or modification of this Agreement or any part thereof shall be valid and effective unless it is by an instrument in writing executed by the Parties hereto.
15. The Vendors and the Purchaser have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed or construed as a partnership between the Vendors and the Purchaser nor shall the Vendors and the Purchaser in any manner constitute an association of persons.
16. The Vendors declare that except the Mortgage and the Development Agreement, the Vendors have not heretofore dealt with the Subject Property in any manner whatsoever and undertake that they or any of them will hereafter not deal with the Subject Property in any manner whatsoever. With effect from the date hereof and during the subsistence of this Agreement, the Vendors shall not without the prior written consent of the Purchaser, be entitled to deal with, let out, encumber, sell, transfer, or enter into any negotiations or Agreement or document concerning the Subject Property or any part thereof with any other persons or part with possession of the same to any other person.
17. Nothing contained in this Agreement shall affect the continuance of the said Development Agreement and the rights of the Developer appointed therein and if any papers or documents are required to be signed or executed or any act, deed or thing is required to be done before the completion of sale, the Parties shall jointly do the same as if this agreement has not been executed and the rights/benefits or obligations/liabilities in respect of such acts, deeds or things shall be of the Purchaser on completion of sale in terms hereof.

For CHEKSONS BROKING CO. PVT. LTD.


Director

For Techmart Broking Co. Pvt. Ltd.


Director

For Rutt Deen Pvt. Ltd.


Director

18. All incomings and outgoings except taxes in respect of the Subject Property till the date hereof shall be for and to the account of the Vendors and for the period thereafter shall be for and to the account of the Purchaser Provided That in case this agreement is cancelled then the incomings and outgoings shall continue to be for and to account of the Vendors even from the date hereof.
19. All disputes and differences between the parties arising out of this Agreement shall be referred for arbitration. It is agreed by and between the parties hereto that the said Arbitration Tribunal shall have the power to pass and give both interim order and/or Award in one or more lots and to proceed in a summary manner with regard to adjudication of the disputes and differences between the parties which shall be final and binding on the Parties hereto. The Arbitration shall otherwise be governed by the provisions the Arbitration and Conciliation Act, 1996 as modified from time to time. The venue of Arbitration shall be Kolkata and the language shall be English.
20. All notices to be served hereunder by any of the Parties on the other shall be deemed to have been served on the 4th day of the date of dispatch of such notice by registered/speed post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. None of the Parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.
21. Only the Courts having territorial jurisdiction over the Subject Property shall have jurisdiction in all matters arising herefrom.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(SAID PREMISES)

ALL THAT land with buildings structures and premises containing a land area of 42 Cottahs more or less, situate, lying at and being Premises No. 21B, Dr. U.N. Brahmachari Street {formerly Premises No. 21A and 21B and theretofore 21, Dr. U.N. Brahmachari Street (previously known as Loudon Street)} under Police Station Park Street in Ward No. 63 of the Kolkata Municipal Corporation and butted and bounded as follows:-

For CHEKSONS BROKING CO. PVT. LTD.


Director

For Techmart Broking Co. Pvt. Ltd.


Director

For Rutt Deen Pvt. Ltd.


Director

- On the East : By Premises Nos. 44 and 46 Park Street;
- On the West : By Muncipal Road Dr. U.N. Brahmachari Street
(Loudon Street), Kolkata;
- On the North : Partly by Premises No. 22, Dr. U.N. Brahmachari Street
and partly by Premises No. 42 Park Street;
- On the South : By Premises No. 20, Dr. U.N. Brahmachari Street;

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished. Be it mentioned that the area of the constructions on the said property is 70776.14 Square feet more or less as follows :

Sl. No.	Floor No.	Area (Sq. Ft.)
1	Basement	7017.42
2	Lower Ground	6657.36
3	Ground	6260.67
4	Upper Ground	3924.61
5	First Floor	7015.77
6	Second Floor	6630.24
7	Third Floor	6630.24
8	Fourth Floor	6630.24
9	Fifth Floor	6630.24
10	Sixth Floor	6062.31
11	Seventh Floor	6062.31
12	Roof	1254.64

THE SECOND SCHEDULE ABOVE REFERRED TO:
(SAID SHARE IN THE SAID PREMISES)

ALL THAT Vendors' entire part or share of and in the said Premises fully described in the First Schedule hereinabove written including in the land with buildings structures and premises and which land area of the Vendors comes to 16 Cottahs more or less situate lying at and being Premises No. 21 B, Dr. U.N. Brahmachari Street {formerly Premises No. 21A and 21B and theretofore 21 Dr. U.N. Brahmachari Street (previously known as Loudon Street)} under Police Station Park Street in Ward No. 63 of the Kolkata Municipal Corporation.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was butted bounded called known numbered described or distinguished together with the proportionate share in the total constructed areas at the said premises belonging to the Vendors.

For CHEKSONS BROKING CO. PVT. LTD.

Mmm
Director

For Techmart Broking Co. Pvt. Ltd.

Mmm
Director

For Rutt Deen Pvt. Ltd.

Rst
Director

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

COMMON SEAL of the Vendor No. 1
CHEKSONS BROKING COMPANY
PRIVATE LIMITED has hereunto been
affixed by its Director Shri Bipin Kumar
Vohra pursuant to the Resolution dated
4th May 2015 passed by the Board
of Directors who in token thereof has
executed these presents at Kolkata in the
presence of:

Rathin Sarkar
S/O. Late R. N. Sarkar
513, Garia Main Road
Kolkata - 84

For CHEKSONS BROKING CO. PVT. LTD.

Bmm
Director

Bmm

COMMON SEAL of the Vendor No. 1
TECHMART BROKING COMPANY
PRIVATE LIMITED has hereunto been
affixed by its Director Shri Bipin Kumar
Vohra pursuant to the Resolution dated
4th May 2015 passed by the Board of
Directors who in token thereof has
executed these presents at Kolkata in the
presence of:

Rathin Sarkar
S/O. Late R. N. Sarkar
513, Garia Main Road
Kolkata - 84.

For Techmart Broking Co. Pvt. Ltd.

Bmm
Director

Bmm

SIGNED SEALED AND DELIVERED on
behalf of the withinnamed PURCHASER
at Kolkata in the presence of:

ROPL

Rathin Sarkar
S/O. Late R. N. Sarkar
513, Garia Main Road
Kolkata - 84.

For Rutt Deen Pvt. Ltd.

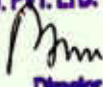
Rd
Director




RECEIPT AND MEMO OF CONSIDERATION

Received of and from the withinnamed Purchaser the withinmentioned sum of Rs. 14,40,00,000/- (Rupees fourteen crores forty lacs only) being the full consideration payable under these presents by way of adjustment of the credit balance of the Purchaser lying in the account of Vendors.

For CHEKSONS BROKING CO. PVT. LTD.

CK 
Director

For Techmart Broking Co. Pvt. Ltd.

TH 
Director

DATED THIS 5th DAY OF May 2015

BETWEEN

CHEKSONS BROKING COMPANY PRIVATE
LIMITED & ANR.

...VENDORS

AND

RUTT DEEN PRIVATE LIMITED

... PURCHASER

AGREEMENT