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भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

₹.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA



पश्चिम बंगाल WEST BENGAL

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certified that the document is admitted to registration the signature sheet and the encumbrance sheets attached to this document are the part of this document

Additional Dist Sub- Registrar
Raiganj, Jalpaiguri

10 MAY 2013 AGE -1

Roshanul Alam

Sushila Devi Agarwal

DEED OF SALE (CONVEYANCE)

Dist. Commission Cr. No.

721/2013

Paid J (1) Rs. 250

J (2) Rs. 300

P. T. A. Rs. 0

Total Rs. 550



Roshanul Alam

Area of land sold by this deed: 42 Kathas and 3 Chattaks [42.1875 Kathas].	
Consideration	: Rs.2,53,01,000/-.
R. S. Khatian No.	: 240.
R. S. Plot Nos.	: 132, 135 & 141.
Mouza	: DABGRAM.
P. S.	: Bhaktinagar.
Sheet No.	: 8 (Eight).
J. L. No.	: 2 (Two).
District	: Jalpaiguri.
<u>Area falling within</u> Siliguri Municipal Corporation.	

Roshini in Agrinla
Sushila Devi Agarwal

**THIS DEED OF SALE (CONVEYANCE) IS MADE
ON THIS THE 8TH DAY OF THE MONTH
OF MAY, TWO THOUSAND
AND THIRTEEN (2013),**

BETWEEN

Roshan Lal Agarwal
Sushila Devi Agarwal

GANESH ENCLAVE PRIVATE LIMITED, AN INDIAN PRIVATE LIMITED COMPANY, being incorporated under the Companies Act, 1956 (No.-1 of 1956) having its Corporate Identity Number(CIN) :- U45203WB2000PTC091813 of dated 05/05/2000 and having its registered office at Jyoti Nagar, Sevoke Road, Siliguri, Pin-734001, P.S.-Bhaktinagar, District-Jalpaiguri, in the State of West Bengal; the said company being hereinafter represented by one of its Directors, **SRI NARENDRA AGARWALA**, Son of Late Kedarnath Agarwal, an Indian citizen, Hindu by religion, businessman by occupation, resident of Sevoke Road, P.S.-Siliguri, District-Darjeeling, in the State of West Bengal; **The Company** named herein is being hereinafter referred to and called as **"THE PURCHASER" OR "THE FIRST PARTY"** (Which name and expression shall, unless otherwise expressed or is excluded by or repugnant to the subject or context, be deemed to mean and include its all directors, office-bearers, executors, administrators, successors-in-office, legal representatives and assigns) of the **ONE PART.** (I. T. PAN :- AABCG5729J).

AND

1. **SRI ROSHAN LAL AGARWAL**, Son of Late Chiranji Lal Agarwala
and
2. **SMT. SUSHILA DEVI AGARWALA**, Wife of Sri Roshan Lal Agarwal, both Indian citizens, Hindu by religion, business by occupation, residents of Ram Krishna Road, P.O. and P.S.-Siliguri, Pin Code-734001, District-Darjeeling, in the State of West Bengal; hereinafter jointly and collectively referred to and called as **"THE VENDORS" OR "THE SECOND PARTY"** (Which names and expressions shall, unless otherwise expressed or are excluded by or repugnant to the subject or context, be deemed to mean and include their legal heirs, executors, successors, administrators, legal representatives and assigns) of the **OTHER PART.** (I. T. PAN :- 1.ACSPA4667P and 2.ACRPA8812B).

Roshan Kumar Agarwal
Subida Devi Agarwal

AND

WHEREAS one Radhika Radia, Daughter of Late Hemanta Kumar Radia of Punjabipara, Siliguri, District-Darjeeling had become the sole, absolute and exclusive owner of all that piece or parcel of land measuring in total 91 Kathas and 3 Chattaks being recorded in R. S. Khatian No.-240, situated within Mouza-Dabgram, Sheet No.-8, J. L. No.-2, P.S.-Bhaktinagar (Previously-Rajganj), District-Jalpaiguri by way of purchases vide 5 (five) separate registered deeds of sale, the details of which are given here-in-below:-

- (i) One bearing document No.-1770 of dated 08/04/1988 duly recorded in Book No.-I, Volume No.-17, from pages 391 to 400 for the year 1988 being registered at the office of the District Sub-Registrar, Jalpaiguri, executed by one Sri Ram Kumar Goyal, Son of Bal Mukund Goyal of Sevoke Road, Siliguri and the said deed comprised of an area measuring 23 Kathas and 8 Chattaks;
- (ii) Another bearing document No.-1771 of dated 08/04/1988 duly recorded in Book No.-I, Volume No.-17, from pages 401 to 410 for the year 1988 being registered at the office of the District Sub-Registrar, Jalpaiguri, executed by Smt. Sita Devi, Wife of Late Bal Mukund Goyal and Sri Ram Kumar Goyal of Sevoke Road, Siliguri and the said deed comprised of an area measuring 24 Kathas and 8 Chattaks;
- (iii) Another bearing document No.-1772 of dated 08/04/1988 duly recorded in Book No.-I, Volume No.-17, from pages 411 to 418 for the year 1988 being registered at the office of the District Sub-Registrar, Jalpaiguri, executed by Smt. Sita Devi Goyal, Wife of Late Bal Mukund Goyal of Sevoke Road, Siliguri and the said deed comprised of an area measuring 12 Kathas;
- (iv) Another bearing document No.-1793 of dated 11/04/1988 duly registered in Book No.-I for the year 1988 at the office of the District Sub-Registrar, Jalpaiguri being executed by one Sri Deben Roy, Son of

Roshan Lal Agarwal
Surbika Devi Agarwal

Late Mayalu Sing Roy of Sevoke Road, Siliguri and the said deed comprised of an area measuring 11 Kathas and 3 Chattaks and

(v) Another bearing document No.-905 of dated 05/02/1990 duly registered in Book No.-I for the year 1990 at the office of the District Sub-Registrar, Jalpaiguri being executed by Sri Sanjoy Kumar Agarwalla (Mittal), Son of Sri Madan Lal Agarwalla and Sri Kailash Kumar Agarwalla, Son of Sri Bajrang Lal Agarwala, both of Siliguri and the said deed comprised of an area measuring 20 Kathas.

In view of the aforesaid purchases, the aforesaid Radhika Radia became the absolute owner of all that piece or parcel of land measuring in total 91 Kathas and 3 Chattaks and she also remained in her actual, khas and physical possession and peaceful occupation of the said land with permanent, heritable and transferable right, title and interest therein without any disturbance or interference from anybody whomsoever being free from all encumbrances and charges whatsoever.

AND

WHEREAS being such owner, the aforesaid Radhika Radia then sold and transferred for valuable consideration and also made over physical possession of all that piece or parcel of land measuring 45 Kathas and 9.5 Chattaks out of her total land measuring 91 Kathas and 3 Chattaks (one-half of her total land) unto and in favour of Sri Roshan Lal Agarwal being the vendor No.-1 hereof by virtue of a registered deed of sale bearing document No.-5530 which was presented for registration on 04/12/1997 and the same was finally admitted on 24/12/1997 after payment of deficit stamp duty and additional registration fees at the office of the District Sub-Registrar, Jalpaiguri and since the said purchase, the said vendor No.-1 hereof became the absolute owner of all that piece and parcel of land measuring 45 Kathas and 9.5 Chattaks and he has also remained in his actual, khas and physical possession and peaceful occupation of the said land having saleable right without any disturbance and/or interference from anybody whomsoever.

Radha Devi Agarwal
Sushila Devi Agarwala

AND

WHEREAS again, the aforesaid Radhika Radia also sold and transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 45 Katha and 9.5 Chattak out of her total land measuring 91 Katha and 3 Chattak unto and in favour of the vendor No.-2 hereof (Smt. Sushila Devi Agarwala) by virtue of a registered deed of sale bearing document No.-5253 which was presented for registration on 05/12/1997 and the same was finally admitted on 11/12/1997 after payment of deficit stamp duty and additional registration fees at the office of the District Sub-Registrar, Jalpaiguri and since the said purchase, the said vendor No.-2 hereof became the absolute owner of all that piece and parcel of land measuring 45 Katha and 9.5 Chattak and since then, she has also remained in her actual, khas and physical possession and peaceful occupation of the said land having saleable right without any act of hindrance and without any disturbance and/or interference from anybody whomsoever.

AND

WHEREAS in view of the aforesaid facts, the vendor no.-1 hereof is at present the absolute owner of all that piece or parcel of land measuring 45 Kathas and 9.5 Chattaks being one-half of total land measuring 91 Kathas and 3 Chattaks and the vendor no.-2 hereof is at present also the absolute owner of all that piece or parcel of land measuring 45 Kathas and 9.5 Chattaks being another one-half of total land measuring 91 Kathas and 3 Chattaks to which the below-scheduled land has been a part and parcel and the vendors hereof have got transferable right, title and interest therein the said land.

AND

WHEREAS the vendors hereof, being in need of money for their own developmental plans and schemes and for investment of fund elsewhere, have firmly and finally decided to sell jointly, all that piece or parcel of

Roshan Me Agarwal
Sushila Devi Agarwal

land measuring 42 Kathas and 3 Chattaks, out of their total land measuring 91 Kathas and 3 Chattaks which is butted and bounded within the boundaries given within the Schedule given below and the said vendors put the said offer before the first party hereof at a monetary consideration amounting to Rs.2,53,01,000/- (Rupees two crore fifty three lakh and one thousand only) for the said land measuring 42 Kathas and 3 Chattaks.

The vendors hereof declare that the below-scheduled land is neither vested in the State nor is liable to be vested in the State in terms of the provisions of the West Bengal Estate Acquisition Act, 1953 and the West Bengal Land Reforms Act, 1955. This is further declared by the vendors hereof that there is no other co-sharer in the said land excepting the vendors who have executed this deed of sale.

AND

WHEREAS the purchaser hereof being in need of a suitable plot of land in the said locality where the below-scheduled land is situated, on being coming into contact with the second party hereof, got the offer to buy the below-scheduled land and finding the same suitable for its purpose, the purchaser accepted the aforesaid offer and agreed to purchase the said below-scheduled land measuring 42 Kathas and 3 Chattaks from the vendors, at or for the aforesaid consideration money amounting to Rs.2,53,01,000/- (Rupees two crore fifty three lakh and one thousand only).

AND

WHEREAS the parties herein, mutually considering the price of the below-scheduled land so offered by the vendors and duly accepted by the purchaser as fair, reasonable and highest in the prevailing market, the vendors have thus firmly and finally agreed to sell their below-scheduled land to the purchaser and the purchaser has agreed to purchase the same at the aforesaid consideration amounting to Rs.2,53,01,000/- (Rupees two crore fifty three lakh and one thousand only).

Roshan in Agent

Subhila Devi Agarwala

AND

WHEREAS in view of the above, the purchaser has paid the aforesaid sum of Rs.2,53,01,000/- (Rupees two crore fifty three lakh and one thousand only) to the vendors hereof for which the said vendors acknowledge the receipt. The vendors have made themselves present to execute these presents to convey good title and all rights lying in the below-scheduled landed property unto and in favour of the purchaser hereof.

NOW THIS INDENTURE OF SALE WITNESSETH that in pursuance of the aforesaid offer, acceptance, free consent and in consideration of the sum of Rs.2,53,01,000/- (Rupees two crore fifty three lakh and one thousand only) paid to the vendors hereto, (the receipt whereof the vendors do hereby acknowledge as having received and the said vendors also grant full discharge to the purchaser from the payment thereof), the vendors DO hereby convey, assign, sell and transfer their said below-scheduled land together with all their right, title, interests, hereditaments, liberties, easements, trees and fences etc., whatsoever in any way belonging to or reputed to belong therewith and make over possession thereof unto and in favour of the purchaser hereof absolutely and for ever TO HAVE AND TO HOLD the same as an absolute estate by the purchase as exclusive owner thereof, peaceably and quietly, with permanent, heritable and transferable right and without any claim, objection, interference from any person or persons or party claiming under them, subject to the payment of land revenue to the superior landlord now the Government of West Bengal, represented by the B. L. & L. R. O., Rajganj, District-Jalpaiguri.

Roohem ne Agwudh
Suhela Devi Agwudh

The vendors hereof further declare that the interests which they profess to transfer hereby-subsists as on the date of these presents and that there exists no previous transfer, mortgage, lease, contract for sale or otherwise by the vendors in favour of any other person or party respecting the said below-scheduled land or any part thereof and that the property hereby transferred, expressed or intended so to be, suffers from no defect of title, and the recitals made hereinabove – are all true and in the event of any contrary is proved, the vendors will be liable for false recitals and will also be liable to make good the loss or injury which the purchaser may suffer or sustain in consequence/s thereof.

The vendors hereof furthermore covenant with the purchaser that if for any defect of title of the said below-scheduled land or for any act done or suffered to be done by the vendors, the purchaser be deprived of ownership or of possession of the said below-scheduled land or any part thereof in future, then the vendors will return to the purchaser the full or proportionate part of the consideration money as the case may be together with an interest at the rate of rupees eighteen percent per annum from the date of such deprivation of ownership or of possession of the said below-scheduled land or any part thereof and the vendors will also pay adequate compensation to the purchaser for any other loss or injury which the said purchaser may suffer or sustain resulting there from.

THE VENDORS HEREOF further declare and agree that they will also, from time to time upon the request and on demand of the purchaser, its representatives, successors-in-office and/or assigns, execute all such acts, deeds and/or things whatsoever for further and more perfectly assigning the below-scheduled property and every part thereof unto and in favour of the purchaser, its representatives, successors-in-office and/or assigns and placing the Company in possession of the same according to the true and intent meaning of this Deed of Sale (Conveyance) as shall and may reasonably be required.

Roshan Singh
Subhila Singh

“SCHEDULE OF THE LAND SOLD BY THIS DEED”

ALL THAT PIECE OR PARCEL OF LAND MEASURING 42 (FORTY TWO) KATHAS AND 3 (THREE) CHATTAKS OR 42.1875 Kathas out of total land measuring 91 Kathas and 3 Chattaks being owned and possessed by the vendors hereof and the said area measuring 42 Kathas and 3 Chattaks is hereby sold by the vendors to the purchaser hereof.

The said piece or parcel of land measuring 42 Katha and 3 Chattak is recorded as follows :-

<u>R. S. Plot No.</u>	<u>Area sold</u>
132	34 Kathas and 1 Chattaks.
135	3 Kathas.
141	5 Kathas and 2 Chattaks.
Total Area sold:	<u>42 Kathas and 3 Chattaks.</u>

The aforesaid land is recorded in R. S. Khatian Nos.-240 (Two hundred and forty), situated within **MOUZA-DABGRAM**, comprised in Sheet No.-8 (Eight), Paragana-Baikunthapur, J. L. No.-2 (Two), within the jurisdiction of P.S.-Bhaktinagar (Previously-Rajganj), within Ward No.-41 (forty one) of Siliguri Municipal Corporation, District-Jalpaiguri, in the State of West Bengal. The recorded classification and proposed use of the sold land is Bastu and the same is at present vacant.

The aforesaid land measuring 42 Kathas and 3 Chattaks is butted and bounded as follows: -

- By the North :- Land of Mayalu Roy, Prasanta Kumar Chatterjee and others.
- By the South :- Land of Krishna Hirise (P) Ltd. and others.
- By the East :- Land of vendors sold to the purchaser hereof.
- By the West :- Land of Shanti Chhetri & Sabita Chhetri.

The photographs and the fingerprints of the vendors hereof and that of one of the directors of the Company being the purchaser hereof are duly affixed upon separate sheets enclosed herewith which shall always form part of these presents.

IN WITNESS WHEREOF the vendors or the second party hereof, in their good health and conscious minds, have set and subscribed their hands on this **DEED OF SALE (CONVEYANCE)** on the day, month and year as first above-written.

WITNESSES:

1. Ravi Ranjan Dubey
S/O Shivji Dubey
Asharam Patti
Siliguri

2. Rajesh Mahanta
S/o. Lt. Kharak Bahadur Mahanta.
Milan Mose Champaran
M. Darpur Singh

Roshan Singh
Surbala Devi Agarwala

THE VENDORS.

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Drafted, read over and explained by me and printed in my chamber.













(SANJAY KUMAR MARODIA)











ADVOCATE: : SILIGURI

REGN. NO. 849/840/92.

EXECUTANT / CLAIMANT SHEET

PHOTO		Thumb	Fore Finger	Middle Finger	Right Finger	Little Finger
		Left Hand				
	Right Hand					

Roshan Lal Aggarwal
Signature with date

PHOTO		Thumb	Fore Finger	Middle Finger	Right Finger	Little Finger
		Left Hand				
	Right Hand					

Sushila Devi Aggarwal
Signature with date



Government Of West Bengal
Office Of the A.D.S.R. RAJGANJ
District:-Jalpaiguri

Endorsement For Deed Number : I - 04965 of 2013
(Serial No. 05023 of 2013 and Query No. L000009188 of 2013)

On 08/05/2013

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

Presented for registration at 21.07 hrs on :08/05/2013, at the Private residence by Roshan Lal Agarwal , one of the Executants.

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

Execution is admitted on 08/05/2013 by

1. Sri Roshan Lal Agarwal, son of Late Chiranjit Lal Agarwal , Ram Krishna Road,, Thana:-Siliguri, P.O. :-Siliguri, District:-Darjeeling, WEST BENGAL, India, Pin :-734001, By Caste Hindu, By Profession : Business
2. Smt Sushila Devi Agarwala, wife of Sri Roshan Lal Agarwal , Ram Krishna Road,, Thana:-Siliguri, P.O. :-Siliguri, District:-Darjeeling, WEST BENGAL, India, Pin :-734001, By Caste Hindu, By Profession : House wife

Identified By Ravi Ranjan Dubey, son of Shivaji Dubey, Ashrampara, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, , By Caste: Hindu, By Profession: Others.

(Narayan Chandra Saha)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 10/05/2013

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 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount by Draft

Rs. 278586/- is paid , by the draft number 671843, Draft Date 07/05/2013, Bank Name State Bank of India, HAKIMPARA (SILIGURI), received on 10/05/2013

(Under Article : A(1) = 278586/- on 10/05/2013)

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.-2,53,27,000/-

Certified that the required stamp duty of this document is Rs.- 1772890 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 1767890/- is paid , by the draft number 671842, Draft Date 07/05/2013, Bank : State Bank of India, HAKIMPARA (SILIGURI), received on 10/05/2013



Additional Dist. Sub-Registrar
Rajganj, Jalpaiguri



Government Of West Bengal
Office Of the A.D.S.R. RAJGANJ
District:-Jalpaiguri

Endorsement For Deed Number : I - 04965 of 2013
(Serial No. 05023 of 2013 and Query No. L000009188 of 2013)

(Narayan Chandra Saha)
ADDITIONAL DISTRICT SUB-REGISTRAR



(Signature)
Additional Dist. Sub-Registrar
Rajganj, Jalpaiguri

10 MAY 2013

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 16
Page from 4349 to 4365
being No 04965 for the year 2013.



Narayan Chandra Saha
Additional Dist. Sub-Registrar
Rajganj, Jalpaiguri

24 MAY 2013

(Narayan Chandra Saha) 24-May-2013
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. RAJGANJ
West Bengal

