

Addl. Dist Sub-Registre
Rajg: 1, Jalpaigus

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# DEED OF SALE (CONVEYANCE)

Land measuring : 3 Katha 13 Chhataks

1 Sq. ft.

Mouza

: DABGRAM,

J.L. No.

: 2,

Khatian No.

: 240,

Plot No.

: 132

Sheet No.

: 8,

Police Station

: Bhaktinagar,

District

: Jalpaiguri,

Value

: Rs. 21,38,000/-

THIS INDENTURE IS MADE ON THIS THE 8 DAY OF SEPTEMBER TWO THOUSAND FOURTEEN.

BETWEEN

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GANESH ENCLAVE PRIVATE LIMITED, a Company incorporated under the Indian Companies Act, 1956, having its incorporation ID No. U45203WB2000PTC091813, having its registered office at Jyoti Nagar, Sevoke Road, P.O. Siliguri, P.S. Bhaktinagar, Dist. Jalpaiguri, Pin 734001, in the state of West Bengal, represented by one of its Director SRI NARENDRA AGARWAL, son of Late Kedarnath Agarwal – hereinafter called the "PURCHASER" (which expression shall mean and include unless excluded by or repugnant to the context its heirs, successors, legal representatives, executors, administrators and assigns) of the ONE PART. (I.T. PAN AABCG 5729 J).

AND

1. SRI SAMAR KUMAR BOSE,

2. SRI AMAR BOSE @ AMAR KUMAR BOSE,

both are sons of Late Jitendra Kumar Bose, both are Hindu by religion, Indian by national, No. 1 Business and No. 2 Service by occupation, presently residing at 14, Hill Cart Road, P.O. & P.S. Siliguri, Dist. Darjeeling, Pin 734001, in the state of West Bengal – hereinafter called the "VENDORS" (which expression shall mean and include unless excluded by or repugnant to the context their heirs, successors, legal representatives, executors, administrators and assigns) of the OTHER PART.

(I.T. PAN of No. 2 ALDPB 0323 R).

Vendor No. 1 is represented by and through his constituted attorney (vide a registered General Power of Attorney dated 14-06-2010 and the same was registered in the office of the Addl. Dist. Sub-Registrar at Siliguri, recorded in Book No. IV, Being No. 320 for the year 2010) SRI AMAR BOSE @ AMAR KUMAR BOSE, son of Late Jitendra Kumar Bose, Hindu by religion, Indian by national, resident Jhamanlal Agarwal Building, 2<sup>1</sup>/<sub>2</sub> Mile, P.O. Siliguri, P.S. Bhaktinagar, Dist. Jalpaiguri, Pin 734001, in the state of West Bengal.

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WHEREAS one Smt. Someshwari Dasi, wife of Sri Medhal Das was the absolute owner-in-possession of the land measuring 1.03 Acre, appertaining to Plot No. 132, recorded under Khatian No. 240, situated within Mouza — Dabgram, J.L. No. 2, Sheet No. 8, Touzi No. 3, Pargana - Baikanthapur, within the jurisdiction of Police Station - Bhaktinagar in the District of Jalpaiguri and she was possessing and enjoying the said plot of land having all permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

#### AND

WHEREAS the owner of such possession Smt. Someshwari Dasi, wife of Sri Medhal Das sold and transferred her part of land measuring 10 Katha or 0.165 Acre out of her aforesaid land to and in favour of Smt. Maitreyee Majumdar, wife of Sri Samaresh Chandra Majumdar by virtue of a Deed of Sale, executed on 17-04-1980 and the same was registered in the office of the Addl. Dist. Sub-Registrar at Jalpaiguri, recorded in Book No. I, Being No. 2180 for the year 1980. By virtue of such Sale Deed Smt. Maitreyee Majumdar, wife of Sri Samaresh Chandra Majumdar became the absolute owner of the land measuring 10 Katha or 0.165 Acre in her khas, actual and physical possession having all permanent, heritable and transferable right, title and interest therein.

AND

WHEREAS the owner of such possession Smt. Maitreyee Majumdar, wife of Sri Samaresh Chandra Majumdar sold and transferred her land measuring 9 Katha 82 Sq. ft. to and in favour of Sri Samar Kumar Bose and Sri Amar Bose, both are son of Late Jitendra Kumar Bose (the Vendors hereof) by virtue of a Deed of Sale, executed on 16-04-1999 and the same was finally registered on 11-05-1999 in the office of the Dist. Sub-Registrar at Jalpaiguri, recorded in Book No. I, Volume No. 26 at Pages – 295 to 298, Being No. 2208 for the year 1999. By virtue of such Sale Deed Sri Samar Kumar Bose and Sri Amar Bose, both are son of Late Jitendra Kumar Bose (the Vendors hereof) became the absolute owner of the land measuring 9 Katha 82 Sq. ft. in their khas, actual and physical possession having all permanent, heritable and transferable right, title and interest therein.

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WHEREAS now the Vendors hereof being in need of money for their own development plans and schemes have decided to sell and has also offered for sale their part of land measuring 3 Katha 13 Chhataks 1 Sq. ft. as fully described in the Schedule appended below, disclosing the aforesaid facts relating thereto and declaring the same free from all encumbrances and charges whatsoever.

### AND

WHEREAS the Purchaser hereof relying on the aforesaid statement of the Vendors have agreed to purchase the said land measuring 3 Katha 13 Chhataks 1 Sq. ft. more fully described in the Schedule appended below and offered a price of the sum of Rs. 21,38,000/- (Rupees Twenty one lakhs thirty eight thousand) only free from all encumbrances and charges whatsoever.

### AND

WHEREAS the Vendors hereof considering the said price so offered by the Purchaser as fair, reasonable and highest in view of prevailing market rate, have firmly and finally agreed to sell their said below scheduled land to the Purchaser hereof at or for the price of the sum of Rs. 21,38,000/- (Rupees Twenty one lakhs thirty eight thousand) only free from all encumbrances and charges whatsoever and the said land is hereby transferred in the manner as hereinafter appearing.

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NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid offer, acceptance and also in consideration of the said sum of Rs. 21,38,000/- (Rupees Twenty one lakhs thirty eight thousand) only paid by the Purchaser to the Vendors hereof (the receipt whereof the Vendors do hereby acknowledge and grant full discharge from the payment thereof) the Vendors do hereby grant, convey, sell, assign and transfer unto the Purchaser the said vacant land hereby sold described in the schedule below and make over possession thereof to the Purchaser together with all right, title, interest, liberties, easements, privileges, appendices, appurtenances, whichever are belonging to or in any way appertaining to the said land or any part thereof

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TO HAVE AND TO HOLD the same absolutely by the Purchaser forever peaceably and quietly without any interference or interruption from the Vendors or any person or persons claiming under him, subject to the payment of rent etc. payable to the Superior Landlord The Govt. of West Bengal.

THE VENDORS do hereby declare that the Vendors has not previously sold, mortgaged, transferred or contracted for sale or otherwise the said land hereby sold or any part thereof suffers from no defect of title and in the event of discovery or any contrary is proved, the Vendors shall be liable to be dealt with according to law both Civil and Criminal as the case may be and shall be also liable to pay adequate compensation to the Purchaser.

THE VENDORS does hereby covenant with the Purchaser that the entire property forming subject matter of the present conveyance is in khas and actual possession of the Vendors at the date of these present. If for any defect in the title of the land hereby sold or any part thereof or for any act done or suffered to be done by the Vendors, the Purchaser are deprived of ownership or of possession thereof the land hereby sold or any part thereof in future, the Vendors shall be liable to return to the Purchaser the full or proportionate part of the said price money as the case may be together with interest from the date of such deprivation or dispossession and the Vendors shall also be liable to pay adequate compensation to the Purchaser for any other loss or injury which the Purchaser may suffer there from.

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THE VENDORS do hereby declare that the Purchaser shall occupy, hold, enjoy and possess the said landed property hereby transferred by the Vendors by these presents as absolute owner by mutating its name in the office of the B.L. & L.R.O. Rajganj and Siliguri Municipal Corporation and the Purchaser shall have the right to sell, gift, mortgage or transfer otherwise the ownership of the Schedule property or let-out, lease-out the Schedule property to any other person.

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THE VENDORS does hereby further declare that the Vendors at the request and costs of the Purchaser, do execute or cause to be done such acts, deeds or things whatsoever if the Purchaser so required in future for peaceful enjoyment and possession of the said land hereby sold by the Vendors by these presents.

THE VENDORS further declare that all rent and other charges payable for the property hereby transferred or expressed or intended so to be that has accrued due upto the date of these presents have been paid and all others covenants and conditions required to be observed and performed and in case if it transpires otherwise the Vendors shall be liable to indemnify the purchase for any loss resulting from any such non payment, non-observance and non-performance as aforesaid.

## SCHEDULE OF LAND

ALL THAT PIECE OR PARCEL of vacant land measuring 3 Katha-13 Chhataks 1 sq. ft., at an annual proportionate rent of Rs. 35=00 only per decimal payable to the Govt. of West Bengal now represented by the B.L. & L.R.O., Rajganj, recorded in Khatian No. 240, included in Plot No. 132, situated within Pargana - Baikanthapur, Mouza - DABGRAM, J.L. No. 2, Sheet No. 8, Touzi No. 3, under Siliguri Municipal Corporation, within the jurisdiction of Police Station Bhaktinagar, Sub-Division, District Sub-Registry Office and District Jalpaiguri, in the State of West Bengal. (R.O.R. of the Dahala and Proposed to be used as Bastu).

The said demised land is butted and bounded as follows: -

By the NORTH

Land of Plot No. 134;

By the SOUTH

Land of Plot No. 132;

By the EAST

A Aw.

Land of Vendor;

By the WEST

Land of Mira Bhowmik.

Within the aforesaid boundary the Vendors hereby sales 3 Katha 13 Chhataks 1 Sq. ft. of land to the Purchaser hereof by these presents.

Separate sheet containing the finger prints of the Vendors and the Purchaser is annexed herewith.

IN WITNESS WHEREOF the Vendors hereof in good health and conscious mind has put his signature on this Deed of Sale on the day, month and year hereinbefore mentioned.

### WITNESSES:

1. Luchul Singh. Ho Samin Singh. New nursupan. Linghi.

Anar Kemor Bose Fon Seif and I Signature of the Vendors constituted actor

of Samon Kumon,

2. Shanshyam forms

Solt S. R. Agarn

H. C. Roed, Silizen Drafted, read, over and explained by me and computerized in my chamber:

Tapark Nambi

(Tapash Nandi) Advocate, Siliguri Enrolment No. WB -1030/2002

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	LEFT	M. matagas				
Amor Remer	RIGHT HAND					4-1

Amar Kemar Bose SIGNATURE

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

SIGNATURE

Nove State	weel	THUMB	FORE	MIDDLE	RING FINGER	LITTLE :
	LEFT HAND			J. reduced		
	RIGHT HAND					39.75

GANESH ENCLAVE PVT. LTD.

Navendra to garwal
SIGNATURE



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

Endorsement For Deed Number: 1 - 06726 of 2014 (Serial No. 06920 of 2014 and Query No. 0705L000014287 of 2014)

Rs. 23329/- is paid, by the draft number 961538, Draft Date 09/09/2014, Bank Name State Bank of India, Uttorayon, received on 10/09/2014

( Under Article : A(1) = 23529/- on 10/09/2014 )

# 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.-21,39,654/-

Certified that the required stamp duty of this document is Rs.- 128379 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

### Deficit stamp duty

Deficit stamp duty

- 1. Rs. 49000/- is paid, by the draft number 961521, Draft Date 02/09/2014, Bank: State Bank of India, Uttorayon, received on 10/09/2014
- 2. Rs. 47900/- is paid, by the draft number 961519, Draft Date 02/09/2014, Bank: State Bank of India, Uttorayon, received on 10/09/2014
- 3. Rs. 26480/- is paid, by the draft number 961539, Draft Date 02/09/2014, Bank: State Bank of India, Uttorayon, received on 10/09/2014

( Jiban Krishna Das ) ADDITIONAL DISTRICT SUB-REGISTRAR



Additional Dist. Sub-Registrar Rajoani, Jaloaiguri

TRICT SUB-REGISTRAR

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

(Serial No. 06920 of 2014 and Query No. 0705L000014287 of 2014)

Endorsement For Deed Number : 1 - 06726 of 2014

### On 09/09/2014

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

Presented for registration at 19:30 hrs on :09/09/2014, at the Private residence by Sri Amar Bose Alias Amar Kumar Bose, Executant.

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

Execution is admitted on 09/09/2014 by

Sri Amar Bose Alias Amar Kumar Bose, son of Late Jitendra Kumar Bose, Jhamanlal Agarwal Building,
 2.5 Mile,
 Thana:-Bhaktinagar,
 Siliguri,
 District:-Jalpaiguri,
 WEST BENGAL,
 India,
 Pin
 :-734001,
 By Caste Hindu,
 By Profession:
 Business

Identified By Subhash Singha, son of Samir Singha, New Milanpally, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, , By Caste: Hindu, By Profession: Others.

### **Executed by Attorney**

Execution by

Sri Amar Bose alias Amar Kumar Bose, son of Late Jitendra Kumar Bose, Jhamanlal Agarwal Building,
 Mile, Thana:-Bhaktinagar, P.O.:-Siliguri, District:-Jalpaiguri, WEST BENGAL, India, Pin:-734001 By Caste Hindu By Profession: Business, as the constituted attorney of 1.Sri Samar Kumar Bose 2.Sri Amar Bose alias Sri Amar Kumar Bose is admitted by him.

Identified By Subhash Singha, son of Samir Singha, New Milanpally, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, , By Caste: Hindu, By Profession: Others.

( Jiban Krishna Das )
ADDITIONAL DISTRICT SUB-REGISTRAR

### On 10/09/2014

### 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 Cash

Rs. 200.00/-, on 10/09/2014-

Amount by Draft

Sub Regions of Supering Superi

Additional Dist. Sub-Registra Rejorn, Jaloeiguri

29 SEP 2014

( Jiban KrishnaDas ) ADDITIONAL DISTRICT SUB-REGISTRAR

29/09/2014 17:54:00

EndorsementPage 1 of 2

# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 501 Page from 34 to 49 being No 06726 for the year 2014.



(Jiban KrishnaDas) 29-September-2014 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A.D.S.R. RAJGANJ West Bengal