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DEED OF SALE

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Additional Dist Sub- Registrat Raiganj, Jalpaiguri

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#### **CONVEYANCE:-**

MOUZA : DABGRAM

P.S. : BHAKTINAGAR

DISTRICT : JALPAIGURI

AREA : 7.5 KATHAS
CONSIDERATION : Rs. 8,50,000/-

J.L.NO. : 02

PLOT NO. : 53 (P)

SHEET NO. : 4

KHATIAN NO. : 682

S.M.C. WARD NO. : 41

THIS INDENTURE IS MADE ON THIS THE 23 DAY OF NOVEMBER 2011

#### BETWEEN

SARATHI REALTORS PRIVATE LIMITED, a Private Limited Company, incorporated under the Companies Act, 1956, bearing Certificate of Incorporation No. U45201WB2005PTC104790 Dtd. 18/08/2005 having its registered Office at Sevoke Road, Siliguri, P.O. & P.S. Siliguri, in the District of Darjeeling, represented by its Director, Sri Ajay Agarwal, son of Sri Pawan Kumar Agarwal, Hindu by Religion ,Business by occupation ,Indian by Nationality, resident of Ashrampara, Siliguri, P.O and P.S. Siliguri, District Darjeeling-hereinafter called the "VENDOR" (which expression shall unless excluded by or repugnant to the context be deemed to include its Directors, executors, successors-in-office, representatives, administrators and assigns) of the "ONE PART" (PAN - AAJCS8959A).



: 3:

PIXEL GOODS & SUPPLY PRIVATE LIMITED, a Private Limited Company, incorporated under the Companies Act, 1956, bearing Certificate of Incorporation No. U51909WB2009PTC131697, Dtd. 05.01.2009, having its registered Office at Sarkar House (First Floor), Sisir Bhaduri Sarani, Khudirampally, P.O & P.S. Siliguri, District Darjeeling, represented by its Director, SMT LEENA MITTAL wife of Sri Jittendra Mittal, Hindu by Religion ,Business by occupation ,Indian by Nationality , Resident of Jyotinagar, P.O Sevoke Road, P.S. Bhaktinagar, District Jalpaiguri- hereinafter called the "PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to include its Directors, executors, successors-in-office, representatives, administrators and assigns) of the "OTHER PART" (PAN: AAECP9844J).

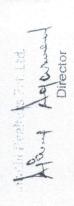
WHEREAS one Hardev Singh was the recorded owner of land situated in Mouza Dabgram, recorded in Khatian No. 682, within the limits of P.S. Bhaktinagar, District Jalpaiguri.

AND WHEREAS Smt. Sugameswari Roy, wife of Seltu Roy inherited the below Scheduled land from her father Late Hardev Singh.

AND WHEREAS the abovenamed Smt. Sugameswari Roy transferred part of the below Scheduled land to Sri Sushil Kumar Roy by virtue of Deed of conveyance being document No. 1217, dated 10.04.1979, registered in the office of Second Sadar Joint Sub-Registrar at Rajganj, Dist. Jalpaiguri, recorded in Book No. I, for the year 1979.

AND WHEREAS the said Sri G.P. Misra, son of Late N.P. Misra of Siliguri, P.O. & P.S. Siliguri, Dist. Darjeeling, acquired land measuring 0.66 Acres from Sri Sushil Kumar Roy and Smt. Sugameswari Roy of Dabgram, P.S. Bhaktinagar, Dist. Jalpaiguri, by virtue of Deed of Conveyance being No. 2947, dated 06.06.1980, registered in the office of Sadar Joint Sub-Registrar, Jalpaiguri, recorded in Book No. I, for the year 1980.

AND WHEREAS one Kashinath Prasad has acquired by purchase of raiyati land measuring 0.66 acres from one Sri G.P. Misra, son of Late N.P. Misra, of Siliguri, P.S. Siliguri, District of Late N.P. Misra, of Siliguri, P.S. Siliguri, District Darjeeling by virtue of a Deed of Sale dated 26.06.1981, in Book No. I, being Sale Deed No. District Sub-Registry office Jalpaiguri, situated within Pargana Baikunthapur, Mouza Dabgram, P,S, Bhaktinagar, Additional District Sub-Registry Office Rajganj and District Jalpaiguri.



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AND WHEREAS on 08.11.2002 the aforesaid Washinath Prosad executed an unregistered Will whereby he bequeath his above land measuring 0.66 Acres in favour of his brother, Sri Dwarika Prasad, son of Late Munshi Ram.

AND WHEREAS Sri Dwarika Prasad obtained a probate of the said Will in respect of the aforesaid land from the Ld. District Delegate (Civil Judge, Senior Division) Siliguri on 08.07.2005 vide Misc Judicial Case No. 12 of 2005 and as such by the aforesaid facts and circumstances Sri Dwarika Prasad got right, title and interest having permanent heritable and transferable interest therein and the said land measuring 0.66 Acres was in khas, actual and physical possession of Sri Dwarika Prasad and have possessing and enjoying the said land without any disturbance and obstruction from whomsoever.

AND WHEREAS being in such possession Sri Dwarika Prasad transferred land measuring 40 Kathas or 0.66 Acres in favour of the abovenamed Sri Pawan Kumar Agarwal, Sri Kamal Kumar Agarwal, Smt. Leena Mittal and Smt. Nisha Devi Agarwal, by virtue of two registered Sale Deeds dated 04.10.2005 and 05.10.2005, being document Nos. I-2448 and 2449 respectively, both for the year of 2006 and both the Deeds were registered in the office of the District Sub-Registrar Jalpaiguri, in the District of Jalpaiguri.

AND WHEREAS the abovenamed Sri Kamal Kumar Agarwal and others thereafter applied for LUCC from Siliguri Jalpaiguri Development Authority in respect of the aforesaid land and the same was granted vide Memo No. 112/LUCC/ARP/SJDA dt 25/04/2007.

AND WHEREAS the abovenamed Sri Pawan Kumar Agarwal, Sri Kamal Kumar Agarwal, Smt. Leena Mittal and Smt. Nisha Devi Agarwal thereafter transferred land measuring 40 Kathas to the present Vendor by virtue of six Sale Deed all dated 21.05.2010, being document Nos. I-2432, the present Vendor by virtue of six Sale Deed all dated 21.05.2010 and the same were registered in I-2433, I-2434, I-2436, I-2437 and I-2438 all for the year 2010 and the same were registered in the office of the Additional District Sub-Registrar Rajganj, in the District of Jalpaiguri and ever since then the Vendor has been possessing, enjoying and occupying the same as absolute and exclusive owner free from all encumbrances and charges whatsoever having permanent heritable, right, title, and transferable interest therein.

AND WHEREAS the vendor being in need of fund for investing the same in some lucrative business has offered for sale land measuring 7.5 Kathas for a total consideration of Rs. 8,50,000/- (Rupees Eight Lacs and Fifty Thousand Only) and the aforesaid land is fully described in the Schedule below.



:5:

AND WHEREAS the Purchaser having learnt the intention of the Vendor to sell the aforesaid land fully described in the Schedule below approached the Vendor and offered to purchase the above referred to land measuring 7.5 Kathas for a total consideration of Rs. 8,50,000/- (Rupees above referred to land measuring 7.5 Kathas for a total consideration of Rs. 8,50,000/- (Rupees Eight Lacs and Fifty Thousand Only) and the aforesaid land is fully described in the Schedule below.

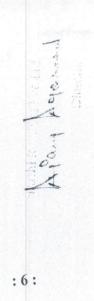
### NOW THIS INDENTURE WITNESSES AS FOLLOWS:-

That in pursuance of the said offer and acceptance and also in consideration of Rs. 8,50,000/(Rupees Eight Lacs and Fifty Thousand Only) paid by the Purchaser to the Vendor, the receipt whereof the Vendor do hereby acknowledge and grants full discharge to the Purchaser from the payment thereof, the Vendor does hereby grant, assign, convey and transfer unto the Purchaser the aforesaid land as fully described in the Schedule below and also makes over khas and peaceful possession thereof to the Purchaser together with all rights, including all liberties, appertaining thereto as absolute estate right, title and interest and unto and upon the land hereby appertaining thereto as absolute estate right, title and interest and unto and upon the land hereby conveyed, expressed or intended so to be TO HAVE AND TO HOLD the same subject to the payment of rents etc to the Superior Landlord the State of West Bengal.

And the Vendor does hereby covenant with the Purchaser that the right, title and interest in the land as fully described in the Schedule below and which the Vendor does hereby transfer subsist and the Vendor has good power and full authority to transfer the land hereby conveyed, expressed or intended so to be unto the Purchaser in the manner aforesaid.

IT IS FURTHER DECLARED that there exist no charge, mortgage, attachment or any other encumbrances whatsoever upon the said land hereby transferred, expressed or intended so to be or any part thereof at the time of the execution of this Deed and in the event of discovery of any such charge, mortgage or attachment or any other encumbrances whatsoever, the Vendor shall be liable to compensate the Purchaser for the loss or injury that the Purchaser may sustain in consequence thereof.

THE VENDOR FURTHER DECLARES that if for any defect in title or any act done or suffered to be done in any way with respect to the scheduled land hereby conveyed, expressed or intended so to be by these presents, the Purchaser is deprived of possession or enjoyment of the aforesaid



land or any part thereof the Vendor shall be liable to refund to the Purchaser full or proportionate part of the consideration money as the case may be, together with interest at the rate of 12 % per annum from the date of dispossession or deprivation and shall also be liable for adequate compensation for any loss or injury attending thereto to be sustained by the Purchaser.

THE VENDOR FURTHER DECLARES that it shall and will from time to time and at all times hereafter at the request and cost of the Purchaser, shall execute and do all acts, deeds and things whatsoever for further and more effectually assuring the enjoyment and possession of the Purchaser thereof and therein as may be required.

THE VENDOR FURTHER DECLARES that the entire land forming subject matter of these presents is and was in the khas actual and physical possession of the Vendor on the date of these presents.

### SCHEDULE

All that piece or parcel of vacant homestead land measuring 7.5 Kathas situated in Mouza Dabgram, Pargana Baikunthapur, appertaining to and forming part of Plot No. 53, Sheet No. 4, Recorded in Khatian No. 682, J.L. No. 02, within the jurisdiction of P.S. Bhaktinagar, Siliguri Municipal Corporation Ward No. 41, in the District of Jalpaiguri.

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

North ... Sold Land of Bhawani Chhetri

South ... Sold land of Smt. Sumati Goswami

East ... Land of Vendor sold today to purchaser

West ... Land of Vendor sold today to Purchaser.



IN WITNESS WHEREOF the authorized signatory of the Vendor does hereunto set his hands on the day, month and year first above written.

#### WITNESSES:-

1. Sm Nikury Savab \$10.4.4 k Savab N. 1. Day Dand, POEPS Saligura Dase Dayerling.

2. Marriog Agarwal

Slo Sai R. K. Agamaf

K. C. Day Road

Slipmi

Sarpthi Realto's Pvt. Ltd.

VENDOR

Drafted by me and Printed in my office

Manoj Agurwal

Advocate, Siliguri (Enrl No.F-505/434/1997)

		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
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Sarathi Realtors Pvt. Ltd.

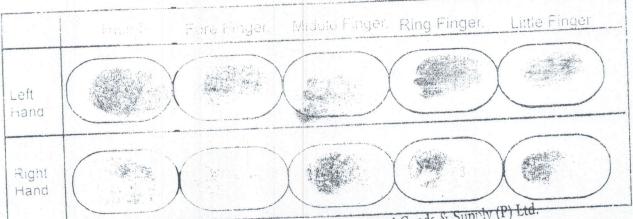
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
РНОТО	LEFT HAND					
	RIGHT HAND					

Signature

# IMPRESSION SHEET



CLAIMANT



Pixel Goods & Supply (P) Ltd.

| Access | March | Pixel Goods & Supply (P) Ltd.
| Signature w Directore

Signature of Identifier

Signature of RO.

# Government of West Bengal Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the A. D. S. R. RAJGANJ, District- Jalpaiguri

Signature / LTI Sheet of Serial No. 07123 / 2011, Deed No. (Book - I , 07196/2011)

Signature of the Presentant

Name of the Presentant	Signature with date		
Sri Ajay Agarwal	Sarathi Realtors Fvt. Ltd.  African Agreement  Director		

II Signature of the person(s) admitting the Execution at Office.

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Ajay Agarwal Address -Ashram Para Siliguri, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O.:-Siliguri	Self	23/11/2011	LTI 96 23/11/2011	Aparp Agarward 07 23/11/2011

Name of Identifier of above Person(s)

Subrata Ganguly
South Bharat Nagar, Thana:-Siliguri,
District:-Darjeeling, WEST BENGAL, India, P.O.
:-Siliguri

Signature of Identifier with Date

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Additional Dist. Sub-Registrar Raiganj, Jalpaiguri

23 NOV 2011

(Narayan Chandra Saha)
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. RAJGANJ



### Government Of West Bengal

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

Endorsement For Deed Number: I - 07196 of 2011

(Serial No. 07123 of 2011)

On

#### Payment of Fees:

On 23/11/2011

# 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. 0/-, on 23/11/2011

Amount by Draft

Rs. 26609/- is paid, by the draft number 583125, Draft Date 12/11/2011, Bank Name State Bank of India, SILIGURI, received on 23/11/2011

(Under Article: A(1) = 26609/- on 23/11/2011)

### 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.-2419312/-

Certified that the required stamp duty of this document is Rs.- 145159 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

### Deficit stamp duty

Deficit stamp duty

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- 1. Rs. 44159/- is paid, by the draft number 583009, Draft Date 11/11/2011, Bank Name State Bank of India, SILIGURI, received on 23/11/2011
- 2. Rs. 48000/- is paid, by the draft number 582937, Draft Date 09/11/2011, Bank Name State Bank of India, SILIGURI, received on 23/11/2011
- 3. Rs. 48000/- is paid, by the draft number 583008, Draft Date 11/11/2011, Bank Name State Bank of India, SILIGURI, received on 23/11/2011

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

Presented for registration at 13.26 hrs on :23/11/2011, at the Office of the A. D. S. R. RAJGANJ by Additional Dist. Sub-Registral Rajganj, Jalpangun Sri Ajay Agarwal Executant. ভেষ্য স্বাব্য

( Narayan ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 1 of 2



### **Government Of West Bengal** Office Of the A. D. S. R. RAJGANJ

District:-Jalpaiguri

Endorsement For Deed Number: I - 07196 of 2011 (Serial No. 07123 of 2011)

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

Execution is admitted on 23/11/2011 by

Director, Sarathi Realtors Private Limited, Sevoke Road Siliguri, Thana:-Siliguri, District:-Darjeeling, 1. Sri Ajay Agarwal WEST BENGAL, India, P.O.:-Siliguri.

, By Profession : Business

Identified By Subrata Ganguly, son of Late Sisir Kumar Ganguly, South Bharat Nagar, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O. :-Siliguri, By Caste: Hindu, By Profession: Others.

( Narayan Chandra Saha ) ADDITIONAL DISTRICT SUB-REGISTRAR



Additional Dist. Sub-Regist Raiganj, Jalpaigun

23 NOV 2011

( Narayan Chandra Saha ) ADDITIONAL DISTRICT SUB-REGISTRAR

23/11/2011 16:42:00

EndorsementPage 2 of 2

### ertificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 21 Page from 814 to 827 being No 07196 for the year 2011.



2 4 NOV 2011

(Narayan Chandra Saha) 24-November-2011 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A. D. S. R. RAJGANJ West Bengal

