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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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Page No. 1

Subind Kumar Sharma

Sunder Singh

Debeswari Mahoraj

DEED OF SALE (CONVEYANCE)

CERTIFIED THAT THE DOCUMENT ADMITTED TO REGISTRATION, THE SIGNATURE SHEET AND THE ENDORSEMENT SHEET ATTACHED TO THIS DOCUMENT ARE THE PARTS OF THIS DOCUMENT

ADDL. DIST. SUB-REGISTRAR
SILIGURI-II, AT BAGDOGRA, DIST -DARJEELING

1 MAR 2013

Chhind Kumar Sena
Sunder Shy
Debeswari Maharaj

Vacant Land measuring 0.20 acre
R.S. Plot no. : 35/71,
L.R. Plot no. : 122,
Khatian no. : 359, 360 & 361,
Pargana : Malahar,
Mouza : Patharghata,
J.L. no. : 46,
Police Station : Matigara,
District : Darjeeling,
Set Forth Value : Rs. 7,50,000/-,
Market Value : Rs. 19,65,480/-,
Classification of land : Rupni,
Proposed land use : Industrial.
Under Gram Panchayat Area

This Deed of Conveyance is made on this the 1st day of March, 2013 (Two Thousand Thirteen)

B E T W E E N

FRESSIA ENCLAVE PRIVATE LIMITED, a Company duly registered and incorporated under the provisions of Companies Act, 1956 and rules framed there under being Certificate of Incorporation No. U45400WB2012PTC182727 dated 15.06.2012, and having its registered office at C/o. Anand Mangal Tyres, Sevoke Road, P.O. Siliguri, P.S. Bhaktinagar, Dist: Jalpaiguri – 734401, in the State of West Bengal having the following Directors (A) **SRI SACHIN**

Abhinav Kumar Sharma
S. M. S. S. S.
Deveshwari Mahabag

GOYAL, S/o. Sri Bhagwan Goyal, Hindu by faith, Indian by Nationality, business by occupation, residing at May Fair Gardens, Flot no. 04/B, Shiv Mandir Road, Punjabi Para, P.O. Siliguri, P.S. Bhaktinagar, Dist: Jalpaiguri, Pin – 734401, in the State of West Bengal, **(B) SMT PREETI AGARWAL**, W/o. Sri Gopal Agarwal, Hindu by faith, Indian by Nationality, business by occupation, residing at Guru Nanak Sarani, Punjabi Para, P.O. & P.S. Siliguri, Dist: Darjeeling, Pin – 734401, in the State of West Bengal, and **(C) SRI SANJEEV GUPTA**, S/o. Sri Satish Kumar Gupta, Hindu by faith, Indian by Nationality, business by occupation, residing at Sevoke Road, P.O. & P.S. Siliguri, Dist: Darjeeling, Pin – 734401, in the State of West Bengal, ---- hereinafter called the "**PURCHASER/FIRST PARTY**" (which expression shall mean and include unless excluded by or repugnant to the context its successors, successors-in-interest, legal representatives, administrators and assigns) of the **ONE PART**; represented by its Directors, **SRI SACHIN GOYAL**, S/o. Sri Bhagwan Goyal, Hindu by faith, Indian by Nationality, business by occupation, residing at May Fair Gardens, Flot no. 04/B, Shiv Mandir Road, Punjabi Para, P.O. Siliguri, P.S. Bhaktinagar, Dist: Jalpaiguri, Pin – 734401, in the State of West Bengal, acting for and in behalf of the Company.

(PAN NO. AABCF9937F)

AND

Arbind Kumar Sharma
Surendra Sharma
Debeshwari Maharaj

- 1. SRI. ARBIND KUMAR SHARMA**, son of Late Shiv Shankar Sharma,
- 2. SRI. SURENDRA SHARMA**, son of Late Shiv Shankar Sharma and
- 3. MISS DEBESHWARI MAHARAJ**, daughter of Sri Baba Maharaj, all Hindu by faith, Indian by Nationality, No.1 Advocate and No. 2 & 3 business by occupation, residing at Prakash nagar, P.O. Salugar, P.S. Bhaktinagar, Dist: Jalpaiguri – 734 008, in the State of West Bengal ---- hereinafter collectively called the "**VENDORS/SECOND PARTIES**" (which expression shall mean and include unless excluded by or repugnant to the context their heirs, successors, legal representative, executors, administrators and assigns) of the **OTHER PART.**

WHEREAS the Vendors / Second Party hereof, i.e., Sri Arbind Kumar Sharma, Sri Surendra Sharma, Miss Debeshwari Maharaj, became the absolute joint owner and entered in actual and khas physical possession of all that piece and parcel of land measuring 0.67 acres appertaining to and forming part of R.S. Plot No. 35/71 corresponding to L.R. Plot no. 122, recorded in Khatian no. 359, 360 and 361 situated within Pargana Patharghata, Mouza Malahar, J.L. No. 46, under B.L. & L.R.O. Matigara at Shiv Mandir, Police Station Matigara, District Darjeeling by virtue of a registered Deed of Conveyance being I-1518 executed and presented for registration by Smt. Hission Bhutia, wife of Late Chhumpay Bhutia of Vill. Rhenock, P.O. Rhenock, Dist: East Sikkim, on 03.08.2004 and registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri – II at Bagdogra, Dist: Darjeeling and recorded in Book No. I, Volume No. 38, Pages 249 to 258 for the year 2005 having permanent heritable and

Abdul Kalam Khan

Sunder Singh

Deveshwar Moharaj

transferable right, title and interest therein free from all encumbrances and charges whatsoever.

AND WHEREAS Smt. Hission Bhutia, wife of Late Chhumpay Bhutia being a member of a Schedule Tribes community had prior to the aforesaid transfer filed an application before the appropriate authority praying for permission to transfer the aforesaid property and the Revenue Officer, under Chapter – IIA of the W.B.L.R. Act, 1955, Siliguri & Project Officer-cum-D.W.O. Backward Classes Welfare, Siliguri was pleased to grant permission to sell the aforesaid property to the Vendor hereof vide its Memo No. 600/1(3)/B.C.W.-Project, dated 15.07.2004.

AND WHEREAS now the Vendor hereof being in need of money for various development plans and schemes have decided to sell and have offered for sale **ALL THAT** the piece and parcel of land measuring 0.20 acres appertaining to and forming part of R.S. Plot No. 35/71 corresponding to L.R. Plot no. 122, recorded in Khatian no. 359, 360 and 361 situated within Pargana Patharghata, Mouza Malahar, J.L. No. 46, under B.L. & L.R.O. Matigara at Shiv Mandir, Police Station Matigara, District Darjeeling, as fully described in the "**Schedule**" appended below (hereinafter referred to as the "**said land**"), out of the aforesaid property, disclosing the aforesaid facts relating thereto and declaring the same to be free from all encumbrances, charges and lispences whatsoever.

Abhid Venar Hans
Sunder Singh
Deveshwar Mahasay

AND WHEREAS the Purchaser hereof, relying on the aforesaid statements of the Vendors, being in need of a plot of land has agreed to purchase the said land measuring 0.20 acres as fully described in the '**Schedule**' appended below and has offered a price of the sum of Rs. 7,50,000/- (Rupees seven lacs fifty thousand only) for the said land free from all encumbrances and charges whatsoever.

AND WHEREAS the Vendor hereof, considering the said price so offered by the Purchaser as fair, reasonable and highest in view of prevailing market rate, has firmly and finally agreed to sell the said land as fully described in the '**Schedule**' appended below to the Purchaser hereof at or for the price of the sum of Rs. 7,50,000/- (Rupees seven lacs fifty thousand only), free from all encumbrances and charges whatsoever and the Scheduled land is hereby transferred in the manner as hereinafter appearing.

NOW THIS DEED OF CONVEYANCE WITNESSES THAT in pursuance of the said offer and acceptance and in consideration of the said sum of Rs.7,50,000/- (Rupees seven lacs fifty thousand only) well and truly paid by the Purchaser to the Vendors hereof before the execution of these presents (the receipt whereof the Vendors doth hereby admit and acknowledge and of and from the payment of the said sum and every part thereof doth hereby acquit, release and forever discharge the Purchaser the below schedule landed

Ashwin Kumar Sharma

Suresh Shrivastava

Deveshwarji Maharaj

property conveyed hereby and every party thereof in the manner as stated in Schedule written hereunder) the Vendors, doth hereby grant, transfer, sell, convey, assign and assure unto and to the use of the said purchaser free from all encumbrances, ALL THAT piece or parcel of land measuring 0.20 acre more fully described in the Schedule given below OR HOWSOEVER OTHERWISE the said land now is or at any time heretofore situated, butted and bounded, know, numbered, called described or distinguished TOGETHER WITH all rights, ways, paths, passages, rights, benefits, profits, advantages and appurtenances whatsoever, thereto belonging or in any manner appertaining to or with the same or any part thereof now is or at any time heretofore was held, used, occupied or enjoyed therewith or reputed to belong or deemed taken or known as part, parcel or member thereof or appurtenant thereto AND the reversion and reversions, remainder and remainders and the rents, issues, and profits of and from the said land hereby granted, transferred, sold, conveyed, assigned and assured or intended so to be and every part thereof AND ALL the estate right, title, interest, inheritances, use, trust, possession, claim and demand whatsoever both in law and in equity of the Vendors into or upon the said land hereby granted transferred, sold, conveyed, assign and assure or intended so to be and every part thereof TO HAVE AND TO HOLD the same unto and to the use of the purchaser absolutely and for ever with copies of title deed and other evidences of title AND THE VENDORS doth hereby covenant with the purchaser that notwithstanding any acts, deeds, things whatsoever, by the Vendors or by any of their predecessors in title,

Abhishek Kumar Sharma
Suresh Singh
Aabeshwar Mahabadi

done or executed or knowingly suffered to the contrary, the Vendors, had at all materials times heretofore and now has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said property hereby granted, sold, conveyed and transferred unto and to the use of the Purchaser in the manner as foresaid AND THAT the Purchaser shall and may at all times hereafter peacefully and quietly possess and enjoy the said land and every part thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming from under or in trust for them or under any of their predecessors in title AND THAT free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the Vendors well and sufficiently indemnified of and from and against all and all manner of claims, charges, liens, attachments and encumbrances whatsoever made or suffered by the Vendors or any of their predecessor in title or any person lawfully or equitably claiming as aforesaid AND FURTHER THAT the Vendors shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute all acts, deeds and things whatsoever for further and better assuring the said property and every part thereof unto and to the use of the Purchaser according to the true meaning and intent of this deed as shall or may reasonably required AND FURTHER MORE THAT the Vendors shall and at all times hereafter indemnify and keep indemnified the Purchaser against loss, damage, costs, charges and expenses, if any, suffered by reason

Abdul Umair Shah
Shawar Singh
Sobeshwar Maraj

of any defect in title of the Vendors or any breach of the covenants herein contained AND the Vendors hereby declares that they have not entered into any binding contract with any other person or persons for sale or transfer or otherwise encumbering the below Scheduled land or any part thereof and there is no such contract existing on the date of execution of these presents and in the event of discovery of any such contract or other encumbrances whatsoever the Vendors shall be liable to compensate the Purchaser adequately for the loss or injury sustained or to be sustained by the Purchaser in consequence thereof.

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Abhinid Kumar Sharma
Sureshwar Singh
Abeshwar Mahoraj

SCHEDULE

(Description of the scheduled land hereby sold by the Vendors to and in favour of the Purchaser hereof by these presents)

ALL THAT PIECE OR PARCEL of land measuring 0.20 (zero point two zero) acres, appertaining to and forming part of R.S. Plot No. 35/71 (three five by seven one) corresponding to L.R. Plot no. 122 (one two two), recorded in Khatian no. 359 (three five nine), 360 (three six zero) and 361 (three six one) situated within Pargana Patharghata, Mouza Malahar, J.L. No. 46 (four six), under B.L. & L.R.O. Matigara at Shiv Mandir, Police Station Matigara, District Darjeeling in the State of West Bengal; Classification of land is Rupni and proposed to be used as Industrial. Land is under Gram Panchayat area.

The said property is butted and bounded as follows: -

- By the North : Land of Arun Sing;
By the South : Land of Arun Sing;
By the East : Land of Vendors;
By the West : Land of Vendors.

One separate sheet is enclosed herewith containing the fingerprints of the Vendor and Purchaser forming part of these presents.

IN WITNESS WHEREOF the parties hereof do hereunto sets and subscribed their respective hands and seals on these present on the day, month and year first above written.

WITNESSES: -

1) Sambhu Roy
S/o Late. Jagadish Roy
Prakash Nagar
P.S. Bhaktinagar
P.O. Salejara
Dist. Jalpaiguri

Abinav Kumar Shome
Suman Sany
Deveshwar Maharaj

Signature of the Vendor

2) संजय कुमार राय
(SANJAY KUMAR RAY)
Prakash Nagar
P.S. - Bhakti Nagar
P.O. - Salejara
Dist. - Jalpaiguri

Drafted on the instructions of the parties hereof and printed in my office.

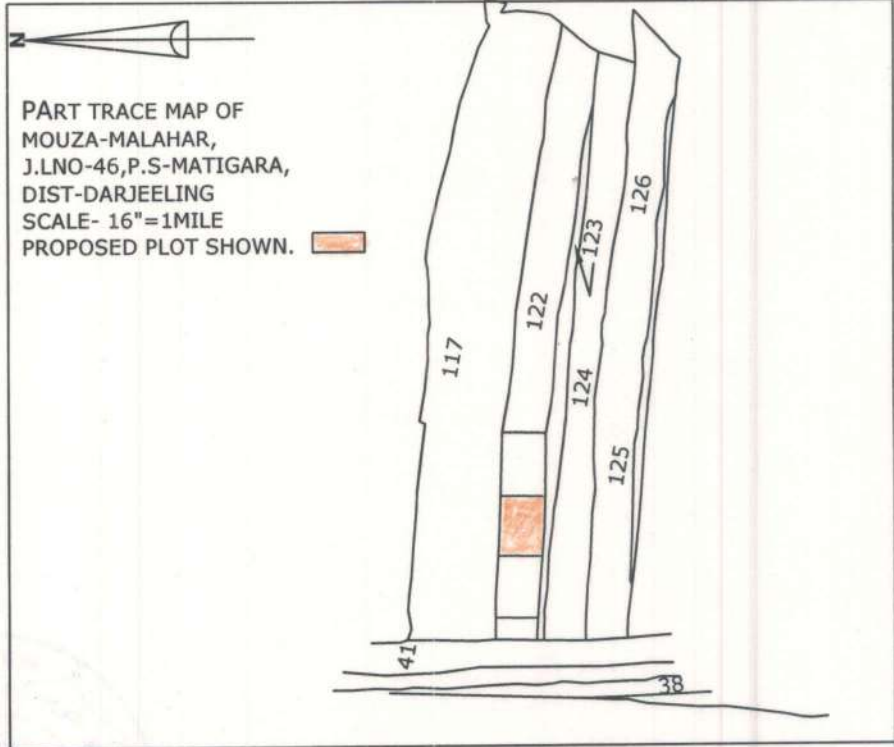
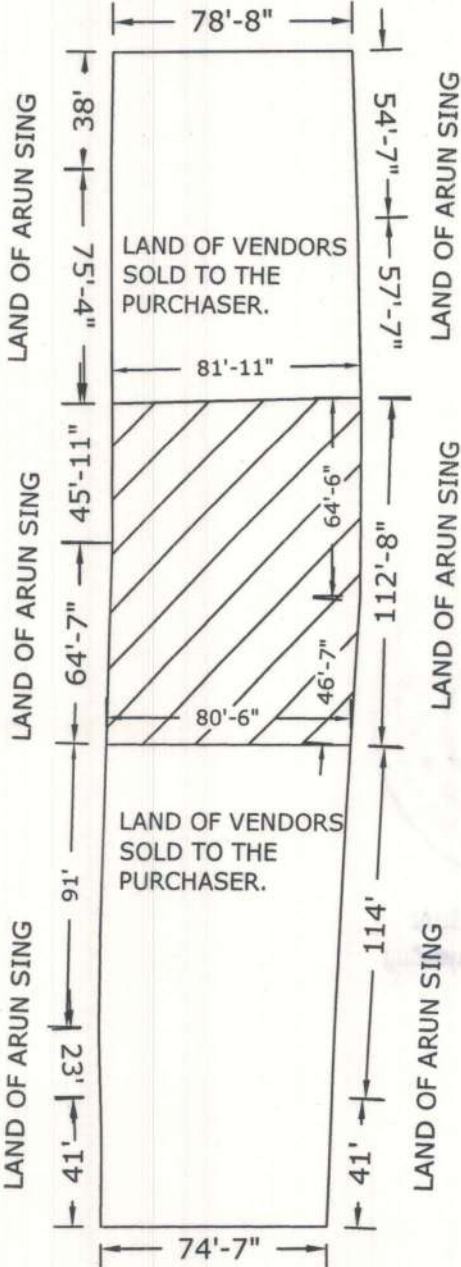
S. Prakash Kanodia's
S. Prakash Kanodia
(Advocate/Jalpaiguri)
Enrolment No. WB/1044-A/2004

NAME OF THE PURCHASER:-
FRESSIA ENCLAVE PVT. LTD.
REGD. OFFICE AT ANAND MANGAL TYRES.
SEVOKE ROAD, P.O.SILIGURI,
P.S. BHAKTINAGAR, DIST. JALPAIGURI.

NAME OF THE VENDORS:-
 1. SRI ARBIND KUMAR SHARMA.
 S/O SHIV SHANKAR SHARMA.
 2. SRI SURENDRA SHARMA.
 S/O SHIV SHANKAR SHARMA.
 3. MISS. DEBESHWARI MAHARAJ.
 D/O BABA MAHARAJ.
 ALL OF PRAKASH NAGAR.P.O :-SALUGARA.
 P.S :-BHAKTINAGAR. DIST:-JALPAIGURI.



LAND OF JOGESH CH. ROY



LAND SCHEDULE:-
 MOUZA :-MALAHAR
 J.L NO :-46
 KHATIAN NO:-359,360 & 361
 TOUZI NO :- (91)
 PLOT NO :-122(L.R) & 35 /71(R.S)
 PARGANA :-PATHARGHATA.
 P.S :-MATIGARA
 DIST :-DARJEELING.
AREA :- 0.20 ACRES

Arbind Kumar Sharma
Surender Singh

Debeshwari Maharaj

SITE PLAN.
SCALE:-1"=60'
PROPOSED PLOT SHOWN.



SIGNATURE OF THE VENDORS.

Maharaj
11/3/13

Finger Prints of _____



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

Arbind Kumar Sharma.

Arbind Kumar Sharma.
Signature

Finger Prints of _____



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

Suresh Singh

Suresh Singh
Signature

Finger Prints of _____



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

Seeshwari Maharaj

Seeshwari Maharaj
Signature

Finger Prints of _____

Passport Photo

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

Signature

Finger Prints of _____



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

Sachin
Signature

Finger Prints of _____

Passport Photo

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

Signature



Government Of West Bengal
Office Of the A.D.S.R. BAGDOGRA
District:-Darjeeling

Endorsement For Deed Number : I - 01910 of 2013
(Serial No. 01937 of 2013)

On 01/03/2013

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

Presented for registration at 21.15 hrs on :01/03/2013, at the Private residence by Arbind Kumar Sharma , one of the Executants.

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

Execution is admitted on 01/03/2013 by

1. Arbind Kumar Sharma, son of Late Shiv Shankar Sharma , Prakash Nagar, , , Thana:-Bhaktinagar, P.O. :-Salugara ,District:-Jalpaiguri, WEST BENGAL, India, Pin :-734008, By Caste Hindu, By Profession : Advocate
2. Surendra Sharma, son of Late Shiv Shankar Sharma , Prakash Nagar, , , Thana:-Bhaktinagar, P.O. :-Salugara ,District:-Jalpaiguri, WEST BENGAL, India, Pin :-734008, By Caste Hindu, By Profession : Business
3. Debeshwari Maharaj, daughter of Sri Baba Maharaj , Prakash Nagar, , , Thana:-Bhaktinagar, P.O. :-Salugara ,District:-Jalpaiguri, WEST BENGAL, India, Pin :-734008, By Caste Hindu, By Profession : Business

Identified By : Sambhu Roy, son of Late Jagadish Roy, Prakash Nagar, Thana:-Bhaktinagar, P.O. :-Salugara ,District:-Jalpaiguri, WEST BENGAL, India, , By Caste: Hindu, By Profession: Business.

(Dhruba Dasgupta)
A.D.S.R. Siliguri-II at Bagdogra

On 04/03/2013

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:

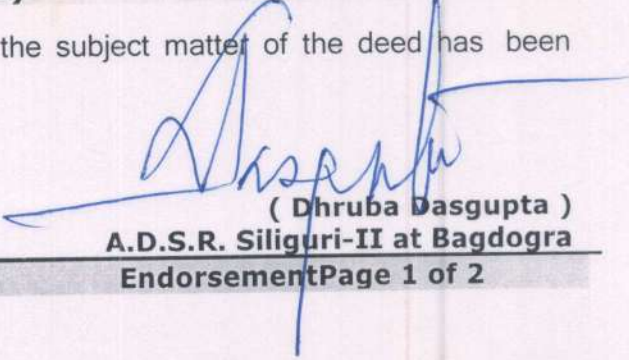
Amount by Draft

Rs. 21615/- is paid , by the draft number 069612, Draft Date 26/02/2013, Bank Name State Bank of India, EKTIASAL, received on 04/03/2013

(Under Article : A(1) = 21615/- on 04/03/2013)

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.-19,65,480/-


(Dhruba Dasgupta)
A.D.S.R. Siliguri-II at Bagdogra



Government Of West Bengal
Office Of the A.D.S.R. BAGDOGRA
District:-Darjeeling

Endorsement For Deed Number : I - 01910 of 2013
(Serial No. 01937 of 2013)

Certified that the required stamp duty of this document is Rs.- 98274 /- and the Stamp duty paid as:
Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 93300/- is paid , by the draft number 069618, Draft Date 26/02/2013, Bank :
State Bank of India, EKTIASAL, received on 04/03/2013

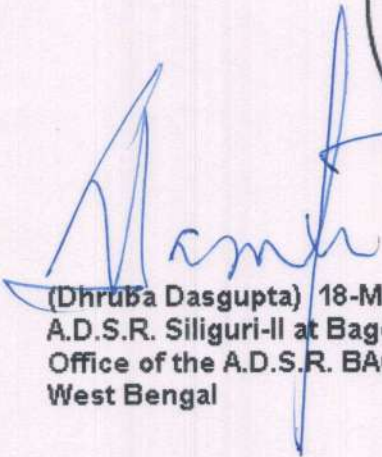
(Dhruba Dasgupta)
A.D.S.R. Siliguri-II at Bagdogra



(Dhruba Dasgupta)
A.D.S.R. Siliguri-II at Bagdogra

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 4
Page from 6831 to 6848
being No 01910 for the year 2013.



(Dhruva Dasgupta) 18-March-2013
A.D.S.R. Siliguri-II at Bagdogra
Office of the A.D.S.R. BAGDOGRA
West Bengal

