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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 538454

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

*[Signature]*  
Additional Dist Sub- Registrar  
Raiganj, Jalpaiguri

12 9 AUG 2012

*[Signature]*  
As Constituted Attorney of  
*[Signature]*

## DEED OF CONVEYANCE

THIS INDENTURE IS MADE ON THIS THE 28<sup>TH</sup> DAY OF

AUGUST 2012.

Visi Commission Crsr 1%  
1400 for 2012

Pair J (1) Rs 250

U. T. Rs 300

P. T. A. Rs 0

Total Rs. 550

*[Signature]*

*[Signature]*



N. J. STAMP

SL. NO. 1296- DATED 23/8/12  
NAME. Rajesh Kumar Agarwal and others  
OF Church Road, Siliguri.  
RS. 5000/- (RS. Five thousand ONLY)

S. DAS  
SANKAR DAS  
STAMP VENDOR  
SILIGURI COURT  
L/NO.714/RM of 1999

Poemlata Mittal

7694



Poemlata Mittal  
As Constituted Attorney of  
Smt. Nimati Roy

Additional Dist. Sub-Registrar  
Rajnigri, Jalpaiguri

Arshid Kumar Periwal  
S/o Lt Mohan Prasad Periwal  
Bardham Road, Siliguri 734001  
P.O. R.P.S. Siliguri Dist. Darjeeling.

12 8 AUG 2012

: 2 :

*Premata Mittal*  
**As Constituted Attorney of**  
*Smt. Nimati Roy*

Area : 0.2335 Acres  
Plot No. : 148/434 and 150  
Khatian No. : 144  
Mouza : Dabgram  
J.L. No. : 2  
Sheet No. : 9  
P.S. : Bhaktinagar  
District : Jalpaiguri  
Consideration : Rs.7,00,000.00

**BETWEEN**

1. SRI RAJESH KUMAR AGARWAL, son of Sri Gulzari Mal Agarwal 2. SMT. MEENAKSHI AGARWAL, wife of Sri Parveen Bindal Agarwal, 3. SRI NARESH KUMAR AGARWAL, son of Late Kishori Lal Agarwal, 4. SRI OM PRAKASH AGARWAL, son of Late Brij Lal Agarwal and 5. SRI CHETAN MITTAL, son of Sri Nagar Mal Mittal, all are Hindu by faith, Indians by Nationality, Nos.1, 3, 4 and 5 Business by occupation and No.2 House-wife by occupation, **No.1** residing at C/o – India Sanitation, Church Road, Siliguri, P.O. and P.S. – Siliguri, in the District of Darjeeling, **Nos.2 to 4** residing at India Traders, Sevoke Road, Siliguri, P.O. and P.S. – Siliguri, in the District of Darjeeling and **No.5** residing at Radha Swami Niwas, House No.85/3, Shiv Mandir Road, Punjabipara, Siliguri, P.O. and P.S. – Siliguri, in the District of Darjeeling, hereinafter called the "**PURCHASERS**" ( which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, successors, representatives, administrators and assigns ) of the "**ONE PART**". ( I.T. PAN Nos. **ADAPA1534G, ACSPA4636J, ACHPA4969P, ADFPA3665D and AIVPM8335P** )

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: 3 :

Premlata Mittal  
As Constituted Attorney of  
Smt. Nimati Roy

**AND**

**SMT. NIMATI ROY**, wife of Sukaru Roy, Hindu by faith, Indian by Nationality, House-wife by occupation, residing at Khudirampally, Dabgram – II, P.O. and P.S. – Bhaktinagar, in the District of Jalpaiguri, hereinafter called the "**VENDOR**" ( which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, successors, representatives, administrators and assigns ) of the "**OTHER PART**".

**AND**

**SMT. NIMATI ROY**, wife of Sukaru Roy ( The Vendor of these present ), is being represented by and through her **Constituted Attorney – SMT. PREMLATA MITTAL**, wife of Late Binod Kumar Mittal, Hindu by faith, Indian by Nationality, House-wife by occupation, residing at Srikanta Apartment, Ashrampara, Siliguri, P.O. and P.S. – Siliguri, in the District of Darjeeling, by virtue of General Power of Attorney, Dtd.03-07-2012, being Document No.519 for the year 2012, entered in Book – IV, CD Volume No.4, Pages 620 to 630, registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri.

*Premlata Mittal*

: 4 :

*Penela Kittery*  
**As Constituted Attorney of**  
*Smt. Nimati Roy*

WHEREAS one Sakalu Das, son of Sudharu Das, was the recorded owner of all that 33% share in all that piece or parcel of land measuring 0.83 Acres, comprised in Plot No.148/434 and land measuring 1.10 Acres, comprised in Plot No.150, both the plots recorded in Khatian No.144, situated within Mouza-Dabgram, J.L. No. 2, Pargana - Baikunthapur, Sheet No.9, P.S. - Bhaktinagar, District - Jalpaiguri.

AND WHEREAS abovenamed Sakalu Das, died intestate leaving behind **SMT. NIMATI ROY**, wife of Sukaru Roy, as his legal heir to inherit his share in the aforesaid land.

AND WHEREAS by way of inheritance abovenamed **SMT. NIMATI ROY** ( the Vendor of these present ), became the sole, absolute and exclusive owner of all that 33% share in the aforesaid land, having permanent, heritable and transferable right, title and interest therein.

AND WHEREAS the vendor has now firmly and finally decided to sell by and through her Constituted Attorney and have offered for sale to the purchasers all that piece or parcel of land measuring 0.2335 Acres out of her share in the aforesaid land, more particularly described in the Schedule given hereinunder, for a consideration of Rs.7,00,000.00 ( Rupees seven lakhs ) only.

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*Premalata Mitteray*  
**As Constituted Attorney of**  
*Smt. Nimati Roy*

AND WHEREAS the purchasers being in need of land in that area, have agreed to purchase the said land measuring 0.2335 Acres, more particularly described in the Schedule given hereinunder for a consideration of Rs.7,00,000.00 ( Rupees seven lakhs ) only, considering it to be the highest prevailing market price, free from all encumbrances and charges whatsoever.

NOW THIS INDENTURE OF SALE WITNESSETH that in pursuance of the aforesaid offer, acceptance and in consideration of Rs.7,00,000.00 ( Rupees seven lakhs ) only paid by the purchasers to the vendor/constituted attorney, the receipt of which is acknowledged by the vendor/constituted attorney by execution of these present and grants full discharge to the purchasers from the payment thereof and the vendor/constituted attorney do hereby assign, sell, grant, convey and transfer absolutely and forever the said below Schedule property and makes over possession thereof unto and in favour of the purchasers peaceably and quietly together with all right, title, hereditaments, easements, liberties, appurtenances, etc., whatsoever in any way belonging to or purported to belong or which was/were so long being enjoyed by the vendor therewith with permanent heritable and transferable right, title and interest therein without any objection, claim, interference or interruption from the vendor/constituted attorney or any person claiming under her subject to the payment of land revenue and other taxes to the Superior Landlord-now the Govt. of West Bengal and/or such other authorities as law may provide from time to time in future.

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*Pendata Nittah*  
**As Constituted Attorney of**  
*Smt. Nimati Roy*

The vendor/constituted attorney declare that the interest which she professes to transfer hereby subsists as on the date of these present and the vendor/constituted attorney have not previously transferred, mortgaged, contracted for sale or otherwise the said below schedule land/property or any part thereof in favour of any other party or person/s and the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and that the recitals made hereinabove and hereinafter are all true and in the event of contrary the vendor/constituted attorney shall be liable to make good the loss or injury which the purchasers may suffer or sustain resulting therefrom.

The vendor/constituted attorney further covenant with the purchasers that if for any defect of title or for any act done or suffered to be done by the vendor/constituted attorney, the purchasers are deprived of ownership or of possession of the schedule property or any part thereof in future, the vendor/constituted attorney shall forthwith return to the purchasers the full or proportionate part of the consideration money as the case may be together with interest from the date of such deprivation of ownership or of possession and the vendor/constituted attorney shall further pay adequate compensation to the purchasers for any other loss or injury which the purchasers may suffer or sustain in consequence thereof.

The vendor/constituted attorney further undertakes to take all actions and to execute all documents as may be required to be done or executed for fully assuring right, title and interest of the purchasers to the below schedule land conveyed at the cost of the purchasers.

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*Premalata Mittal.*  
**As Constituted Attorney of**  
*Smt. Nimati Roy*

### SCHEDULE

I. All that piece or parcel of vacant land measuring 0.09 Acres, forming part of Plot No.148/434, recorded in Khatian No.144, situated within Mouza - Dabgram, J.L. No. 2, Pargana - Baikunthapur, Sheet No.9, P.S. - Bhaktinagar, under Gram Panchayat Area, Registry Office and District - Jalpaiguri.

The said land as per r.o.r. is sahari and the same is transferred within the boundary as stated hereinunder :-

By North :- Land of the purchasers of these present,

By South :- Land of Plot No.433,

By East :- Land of the purchasers of these present and part of Land of Plot Nos.148/434 and 42/510,

By West :- Land of the purchasers of these present.

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*Poelata Mittal.*  
**As Constituted Attorney of**  
*Smt. Nimati Roy*

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II. All that piece or parcel of vacant land measuring 0.1435 Acres, forming part of Plot No.150, recorded in Khatian No.144, situated within Mouza - Dabgram, J.L. No. 2, Pargana - Baikunthapur, Sheet No.9, P.S. - Bhaktinagar, under Gram Panchayat Area, Registry Office and District - Jalpaiguri.

The said land as per r.o.r. is sahari and the same is transferred within the boundary as stated hereinunder :-

By North :- Land of part of Plot No.42/510,

By South :- Land of part of Plot No.150,

By East :- Land of part of Plot No.150,

By West :- Land of the purchasers of these present.

TOTAL LAND TRANSFERRED MEASURES 0.2335 ACRES

*Devi*  
*20/11*

*20/11/2011*

IN WITNESSES WHEREOF THE CONSTITUTED ATTORNEY OF THE VENDOR IN GOOD HEALTH AND CONSCIOUS MIND HAVE PUT HER SIGNATURES ON THIS DEED OF SALE ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES

1. Sunil Kumar Permal  
Sri. M. Mohan Lal Permal  
453, Bodhan Rd.,  
Siliguri  
P.O. & P.S. Siliguri  
Dist. Darjeeling.

The contents of this document has been gone through and understood personally by the vendor/constituted attorney and the purchasers.

Premata Mittal  
As Constituted Attorney of  
Smt. Nimati Roy

2. Uttam Roy  
S/o Prashanta Roy  
Haidex Parza  
Siliguri  
P.O. Haidex Parza  
P.S. Bhaktinagar  
Dist. Jalpaiguri

VENDOR/CONSTITUTED  
ATTORNEY

Drafted, readover and explained by me and typed in my office.

Kamal K. Kedia

K.K. Kedia  
Advocate, Siliguri  
E.No.F/6/92.





*Premlata Mittal*

FINGER PRINTS OF SMT. PREMLATA MITTAL AS CONSTITUTED ATTORNEY OF SMT. NIMATI ROY ( VENDOR )

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

*Premlata Mittal*  
SIGNATURE

FINGER PRINTS OF

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

\_\_\_\_\_  
SIGNATURE



Rajesh Agarwal.

FINGER PRINTS OF SRI RAJESH KUMAR AGARWAL ( PURCHASER )

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



Meenakshi Agarwal

Rajesh Agarwal.

SIGNATURE

FINGER PRINTS OF SMT. MEENAKSHI AGARWAL ( PURCHASER )

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

Meenakshi Agarwal  
SIGNATURE





FINGER PRINTS OF SRI NARESH KUMAR AGARWAL ( PURCHASER )

|            | THUMB | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
|------------|-------|-------------|---------------|-------------|---------------|
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| RIGHT HAND |       |             |               |             |               |



*Om Prakash Agarwal*

*Naresh*  
SIGNATURE











FINGER PRINTS OF SRI OM PRAKASH AGARWAL ( PURCHASER )

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

*Om Prakash Agarwal*  
SIGNATURE



FINGER PRINTS OF SRI CHETAN MITTAL ( PURCHASER )

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

Chetan mittal  
SIGNATURE

FINGER PRINTS OF

|            | 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. RAJGANJ  
District:-Jalpaiguri

Endorsement For Deed Number : I - 07062 of 2012  
(Serial No. 07109 of 2012)

On

**Payment of Fees:**

On 28/08/2012

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

Presented for registration at 21.06 hrs on :28/08/2012, at the Private residence by Smt Premlata Mittal ,Executant.

**Executed by Attorney**

Execution by

1. Smt Premlata Mittal, wife of Late Binod Kumar Mittal , Srikanta Apartment, Ashrampara, Siliguri, , , Thana:-Siliguri, P.O. :-Siliguri ,District:-Darjeeling, WEST BENGAL, India, By Caste Hindu By Profession: Business,as the constituted attorney of Smt Nimati Roy is admitted by him.

Identified By Sushil Kumar Periwal, son of Late Mahabir Prasad Periwal, 453, Bidhan Road, Thana:-Siliguri, P.O. :-Siliguri ,District:-Darjeeling, WEST BENGAL, India, Pin :-734001, By Caste: Hindu, By Profession: Others.

( Narayan Chandra Saha )  
ADDITIONAL DISTRICT SUB-REGISTRAR

On 29/08/2012

**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

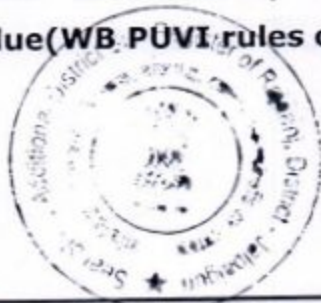
Rs. 1837.00/-, on 29/08/2012

Amount by Draft

Rs. 24750/- is paid , by the draft number 697576, Draft Date 28/07/2012, Bank Name State Bank of India, SILIGURI, received on 29/08/2012

( Under Article : A(1) = 26587/- on 29/08/2012 )

**Certificate of Market Value(WB PUVI rules of 2001)**



Addressed Dist. Sub-Registrar  
Rajganj, Jalpaiguri

29 AUG 2012

( Narayan Chandra Saha )  
ADDITIONAL DISTRICT SUB-REGISTRAR



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

Endorsement For Deed Number : I - 07062 of 2012  
(Serial No. 07109 of 2012)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-24,17,125/-

Certified that the required stamp duty of this document is Rs.- 120856 /- and the Stamp duty paid as:  
Impresive Rs.- 5000/-

**Deficit stamp duty**

Deficit stamp duty

1. Rs. 26700/- is paid, by the draft number 629674, Draft Date 24/08/2012, Bank Name State Bank of India, SILIGURI, received on 29/08/2012
2. Rs. 45000/- is paid, by the draft number 629679, Draft Date 24/08/2012, Bank Name State Bank of India, SILIGURI, received on 29/08/2012
3. Rs. 45000/- is paid, by the draft number 629680, Draft Date 24/08/2012, Bank Name State Bank of India, SILIGURI, received on 29/08/2012

( Narayan Chandra Saha )  
ADDITIONAL DISTRICT SUB-REGISTRAR



Additional Dist. Sub-Registrar  
Rajganj, Jalpaiguri

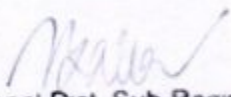
29 AUG 2012  
( Narayan Chandra Saha )  
ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 2 of 2



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 20  
Page from 5072 to 5088  
being No 07062 for the year 2012.

  
Additional Dist. Sub-Registrar  
Rajganj, Jalpaiguri

29 AUG 2012

(Narayan Chandra Saha) 29-August-2012  
ADDITIONAL DISTRICT SUB-REGISTRAR  
Office of the A.D.S.R. RAJGANJ  
West Bengal

