

8/ 1550 C

D 1326 5000Rs.



6000  
21/5/07

1,35,00,000  
5000/- 8,55,000/- 135500

admissible under Rule 21 B and  
 s/s 5/41 of W.B.L.R. Act 1958  
 duty Stamp under the  
 Stamp and Tax (W. B. stamp  
 as Amended up to date)  
 Schedule 1A No. 23  
 Fees Paid  
 Stamp Fee 10-00 in S.F.

148489.00  
 28.00  
 4.00  
 148521.00

22/5/07

22/6/07

Kishore Kumar  
Babu Cal Agunt

805000  
 Success Eight lac five thousand only.  
 B.C./cs/012-904143-11-21.5.07  
 Jal Code 0078 to Tally to the press

DEED OF SALE

1100/-  
 thousand one hundred only  
 171695 22/5/07

GAUTAM DAS  
 Advocate  
 District Court  
 Jalpaiguri

D.S.R 21.5.07

1,35,000/-  
 Success One lakh thirty five thousand only.  
 B.C./cs/012-8904187-11-23.5.07  
 Jal Code 0075 to Tally to the press

D.S.R 23.5.07

607 07 Contd...p/2  
 Fees Paid- (1) Rs. 250.-  
 (2) Rs. 77.-  
 P.T.A. Rs. 23.-  
 Total Rs. 350.-

21 MAY 2007

2387 21/5/07

5000/-

SENS HOSPITALITY PVT LTD

NEW DELHI



A. G. DAS  
STAMP VENDOR  
Licence No. 1 of 2007  
Registration Date  
21/5/07

21/5/07  
Kishorilal Agarwal  
Kishorilal Agarwal

Kishorilal Agarwal

941



Signature

Registrar Authorized up to, 1930  
of Act. 571 of 1938, Jalpaiguri

21 MAY 2007

① Kishorilal Agarwal

② Late Hargopal Agarwal  
Makulal Agarwal  
Bhadrakant Agarwal  
By caste Khelpani  
By profession Masiners

Kishorilal Agarwal

942



Gantamdas  
Advocate  
District Court  
Thana.....Dt. Jalpaiguri  
By caste Hindu  
By profession

Babu Lal Agarwal

Signature  
21/5/07  
GANTAM DAS  
Advocate  
District Court  
Jalpaiguri

Signature  
Registrar Authorized up to, 1930  
of Act. 571 of 1938, Jalpaiguri

21 MAY 2007

Kishore Lal Das

Kishore Lal Das

Amount paid in the form of  
 Seven thousand only  
 7000/-  
 Draft bearing No. 012904524  
 of State Bank of India  
 dated 22.6.07  
 for the purpose of the property  
 mentioned in the schedule  
 D.S.R.  
 22.6.07

(2)

## DEED OF SALE

Land area Measuring:- 1.33 acres more or less equivalent to 80.00 cottahs	
Consideration :	Rs. 1,35,00,000=00 (Rupees one crore thirty five lakhs ) only
Khatian No. :	581
Plot No. :	353
Mouza :	Dabgram
Sheet No. :	8 (Eight)
J.L. No. :	2 (Two)
Touzi No. :	3 (Three)
Police Station :	Bhaktinagar
District :	Jalpaiguri
Ward No. :	41
Siliguri Municipal Corporation	

  
**RAUTAM DAS**  
 Advocate  
 District Court  
 Jalpaiguri

Kishorilal Agarwal

Babulal Agarwal

(3)

THIS DEED OF SALE IS BEING MADE ON THIS 21<sup>st</sup> DAY OF THE MONTH OF MAY, TWO THOUSAND AND SEVEN (2007)

BETWEEN

**SENS HOSPITALITY ENTERPRISES (PVT.) LIMITED**, an existing Company within the meaning of the Companies Act, 1956 having its registered office at 76, World Trade Center, Babar Road, Connaught Place, New Delhi- 110 001 vide Certificate of Incorporation No. U55101 DL2004PTC 124517 of dated 16.04.2004 being represented by one of its Directors Viz., Mr. Mohan Lal Sen S/o. Murali Mohan Sen, an Indian citizen, Hindu by religion, Businessman by occupation and resident of A-20, Sekhar Apartment Mayur Vihar P.O. Delhi - 110 091 Police Station- Mayur Vihar hereinafter referred to and called as "**The purchaser**" or "**The First Party**" (which name and expression shall, unless excluded by or is repugnant to the subject or context, be deemed to mean and include its all directors, office-bearers, executors, successors-in-office, administrators, legal representatives and assigns) of the ONE PART

*The Income Tax Permanent Account Number of the First Party hereof is :- AAJCS 3789E*

AND

(1) **SRI KISHORILAL AGARWAL** S/o. Late Hargulal Agarwal, (2) **SRI BABULAL AGARWAL** S/o. Late Banarasi Das Agarwal, both are the Hindus by religion, Businessmen by profession and residing at Nehru Road, Khalpara under Siliguri Town, Po. & P.S. - Siliguri, District- Darjeeling, hereinafter jointly called as the "**The Vendors**" and or "**the Second Party**" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, administrators and assignees) of the **OTHER PART**.

*The Income Tax Permanent Account Numbers of the Second Party hereof are :-*

**ADAPA 3229N (Kishorilal Agarwal) and ACIPA 1732 H (Babulal Agarwal)**

Krishna Lal Sharma  
 Babu Lal Sharma

(4)

**AND**

WHEREAS the vendor are the owners-in-possession having absolute right, marketable title and lawful interest over the land property measuring about 1.33 acres i.e. 4 Bighas comprised in R.S. Khatian No. 581 appertaining to plot No. 353 in sheet No. 8 of Mouza Dabgram under J.L. No. 2, Touzi No. 3 Police Station - Bhaktinagar (formerly Rajganj Police Station) Pargana Baikunthapur, District- Jalpaiguri matter of the presents and more particularly described in the schedule herein; hereinafter referred to as "**the demised property**" for the sake of brevity.

**AND**

WHEREAS the vendor had acquired the absolute right, marketable title, lawful interest and peaceful possession in respect of the demised property from the erstwhile owner viz., Sri Bhupen Pramanik S/o. late Dhaneswar Pramanik, resident of Dabgram Barivasa under P.S. Bhaktinagar, District- Jalpaiguri (hereinafter referred to as 'Pramanik') by virtue of two separate deeds of conveyance being Deed Nos. 1-2706 and 1-2707 for the year 2006 executed and presented for registration on the 18<sup>th</sup> day of May, 2004 at the District Sub-Registry Office- Jalpaiguri and since then they used to hold and enjoy the same absolutely, un-interruptedly and without any hindrance from any quarter in any manner whatsoever

**AND**

WHEREAS Pramanik had acquired the 12.90 acres of lands recorded in plot No. 353 appertains to R.S. Khatian No. 581 as referred hereinabove by virtue of inheritance and he used to hold and enjoy same absolutely, un-interruptedly and without any hindrance from any quarter in any manner whatsoever;

**AND**

WHEREAS the Pramanik on 17.11.1997 had instituted a suit for declaration, perpetual injunction and other consequential relieves for cancellation of documents etc in the court of the learned Civil Judge (Junior Division), Jalpaiguri against one M/s. Sita Promoters and Builders Private Limited and another being Title Suit No. 247 of 1997 (Sri Bhupen Pramanik and another) in respect of the 12.90 acres of lands in R.S. Khatian No. 581 appertaining to plot NO. 353 as referred herein and subsequently, the said suit was decreed on 22.07.2002 on compromise and by virtue of the said decree dt. 22-07-2002 on compromise and by virtue of the said decree 22-

*Handwritten signature*

*Handwritten signature*

(5)

07-2002 out of his 12.90 acres of lands recorded in R.S. Khatian No. 581 comprised in Plot No. 353 as referred herein, had relinquished 10.00 acres of land in favour of the said M/s. Sita Promoters & Builders Pvt. Ltd. by retaining his residue lands therein.

**AND**

WHEREAS out of the residue land measuring about 2.90 acres of plot No. 353 Pramanik sold out the said 1.33 acres of lands being the demised property to the present vendor by virtue of the aforesaid two sale deeds bearing Deed No. I-2706 and I-2707 for the year 2006 by retaining 1.57 acres of lands out of which 1.04 acres has since been encroached upon by the road flank of National Highway 31 comprised on the southern boundary line thereof and 0.04 acres of land has been encroached upon by the road passes through the western boundary line thereof.

**AND**

WHEREAS after purchase, the present vendor had instituted an application for mutation in respect of the demised property in their names in the relevant land register and after receiving their application for mutation the Prescribed Authority under section 50/51 of the West Bengal Land Reforms Act, 1955 (as amended up to-date) being the Block Land & Land Reforms Officer (B.L.&L.R.O), Jalpaiguri had started a mutation proceeding vide mutation case No. IX-II/474/BLLRO/Raj/ 2005-06 and the said Prescribed Authority after examining of title documents and verification of possession by holding a spot enquiry and by causing public notice was pleased to dispose of the said mutation proceeding in favour of the present vendor by granting the Certificate of Mutation in Form 'B' under Rule 169/170 of the West Bengal Land Reforms Manual, 1991.

**AND**

WHEREAS the said Prescribed Authority being the Block Land & Land Reforms Officer (B.L & L.R.O.), Rajganj Block, District- Jalpaiguri at the time of disposing mutation proceeding had duly considered the demarcation map of entire plot No. 353 with a total area measuring about 25.80 acres having reference to the order passed and promulgated by the then Additional District Magistrate (L.R.), Jalpaiguri vide Memo No. 313 dated 03.12.1982 wherein the northern portion of plot No. 353 with an area measuring about 12.90 acres had been allotted under R.S. Khatian No. 581 and the balance 12.90 acres on the southern portion had been allotted to R.S. Khatian No. 578 and this demarcation proceeding had duly been relied upon in the

(6)

Keshave Prasad  
Baburaj Prasad

decree dated 22.07.2002 in High Court Form No. J-25 passed by the Hon'ble Civil Judge (Junior Division), Jalpaiguri in Title Suit No. 254 of 1997 (Sri Bhupen Pramanik -V/s- M/s. Sita Promoters & Builders Pvt. Ltd. & another) and thereby the said demarcation proceeding and its order has been made absolute in accordance with law.

**AND**

WHEREAS the entire land recorded in R.S. Khatian No. 581 was originally owned by the then recorded owner viz., Heramba Nath Pramanik (since deceased) and at all material times was the said recorded owner was the 'Raiyot' thereof and during the revisional settlement operation, the name of the said Heramba Nath Pramanik (since deceased) was duly recorded in the relevant column as '*Chukani interest holder*' and as a '*Raiyot Isthitiban*' thereto the said Heramba Nath Pramanik (since deceased) had one daughter (only issue) viz., Sarada Pramanik who pre-deceased him leaving her only minor being the the said Bhupen Pramanik herein and after the death of Sarada Pramanik (the mother of Pramanik) her husband viz., Dhaneswar Pramanik (Pramanik's father) immediately had re-married with another lady and Pramanik then had undergone to the care and custody of his grand parents viz., Heramba Nath Pramanik (since deceased) and his wife Bhadeswari Nai and after the death of Heremba Nath Pramanik (since deceased) his widow viz., Bhadeswari Nai and his grand son (daughter's son) Pramanik herein being the class-I legal heir as per the schedule under the Hindu Succession Act, 1956 became the legal heirs of Heremba Nath Pramanik and they had jointly acquired the absolute right, marketable title and lawful interest in respect of all the properties left by Heramba Nath Pramanik including the land recorded in R.S. Khatian No. 581 as referred herein by virtue of inheritance.

**AND**

WHEREAS subsequently the said Bhadeswari Nai (Pramanik) died sometime in the year 1979/1980 leaving in testate the Pramaik as her only class - I legal heir and thereby the said Bhupen Pramanik became the sole owner of the entire land of R.S. Khatian No. 581 with an area measuring about 12.90 acres having absolute right, marketable title, lawful interest thereon and since then he used to hold and occupy the same absolutely, uninterruptedly and without any hindrance from any quarter in

any manner whatsoever;

*Wahidul Hasan*

*Babu Lal Hasan*

(7)

**AND**

WHEREAS the present vendor had acquired the demised property from the rightful owner being Pramanik herein by virtue of the aforesaid two deeds being Deed Nos. I-2706 and I-2707 for the year 2006 as referred hereinabove and while they were in peaceful occupation over the demised property then they had made an offer to the purchaser to purchase the same for consolidated consideration of Rs. 1,35,00,000=00 (Rupees one corer thirty five lacks) only and the vendor herein at the time of pleading the offer and/or proposal before the purchaser hereof also declared and represented to it that the demised property is neither vested in the State nor is liable to be vested in the State in accordance with the provision laid down in the West Bengal Estate Acquisition Act, 1953 (as amended up to date) and West Bengal Land Reforms Act, 1955 (as amended up to-date) and they further declared and represented that all material times and still there is no Baragadar and/or share cropper over the below scheduled land and there is no co-sharer in the said land except the vendor themselves herein.

**AND**

WHEREAS on the 4<sup>th</sup> September, 2006 the vendor and the purchaser had entered into an agreement for sale whereby the vendor had agreed to sale and transfer unto the purchaser of the demised property measuring about 1.33 i.e. 80 cottahs of lands and the purchaser had agreed to purchase the same at a consolidated sum of Rs. 1,35,00,000=00 (Rupees one corer thirty five lacks) only and a sum of Rs. 30,00,000=00 (Rupees thirty lacks) only was paid to the vendor as the earnest money by two Account Payee Cheques, each valued at Rupees 15,00,000=00 (Rupees fifteen lacks) only bearing No. 325582 dated 04/09/2006 and another valued at Rs. 15,00,000/- (Rupees fifteen lacs) only bearing No. 325583 dated 04/09/2006, both drawn on Standard Chartered (Standard Chartered Bank), 10E, Connaught Place, New Delhi - 110 001 both payable at par at all branches of Standard Chartered Bank of India.

**AND**

WHEREAS the demised property is being offered for sale to the purchaser by the vendor on receipt of the balance consideration amounting to rupees one corer five lacks after firmly disclosing the aforesaid facts relating thereto and further declaring that the same is free from all litigations and encumbrances and charges whatsoever as on today.

NOW THIS INDENTURE OF SALE WITNESSETH as follows:-

Contd. ....8



Nishanil Ghose  
Babu Chatterjee

(8)

**NOW THIS INDENTURE OF SALE WITNESSETH** that in pursuance of the aforesaid offer, acceptance, free consent and in total consideration of the sum of Rs.1,35,00,000=00 (Rupees one corer thirty five lacks) only paid as per memo of consideration attached herewith these presents and the said amount has been paid to by the purchaser to the vendors against purchase of the below scheduled land as described above in recitals, (the receipt whereof the vendors do hereby acknowledge as having received and the vendors also grant full discharge to the purchaser from the payment thereof), the vendors do hereby convey, assign, sell and transfer his said below-scheduled land together with all his real or imaginary 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, peaceable and quietly, with permanent, heritable and transferable right, and without any claim, objection, interference from the vendors or any person or persons 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.

The vendors 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 thereby transferred, expressed or intended so to be, suffers from no defect of title at present 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 further 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

Contd. ....9

  
S.P. Anand L.A.  
Advocate  
District Court  
Jalpaiguri

Keshavlal Agre  
Babru Lal Agre

(9)

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 @ 18% (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 declares that he shall always be available if so required by the purchaser hereof to enable the said vendors to be the absolute owner having peaceful possession of the below scheduled land.

**THE VENDORS HEREOF** further declare and agree that they shall also, from time to time upon the request and on demand of the purchaser or its successors-in-office, representatives, administrators 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

**THE VENDORS HERE OF** further declare and agree that they shall also from time to time upon the request and on demand of the purchaser or its successors-in-office, representatives, administrators 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 under and in favour of the purchaser, its successors-in-office, executors, administrators, representatives and assigns and placing them in possession of the same according to the true and intent meaning of this deed as shall and may reasonably be required in accordance with law.

BAU AM C  
Advocate  
District Court  
Jalpaiguri

*W. S. Khatian*

*Babu Lal Aggarwal*

**SCHEDULE ABOVE REFERRED TO**

(Description of the said property)

**ALL THAT** piece and parcel of vacant lands measuring about 1.33 (one point three three) acres comprised in R.S. Khatian No. 581 appertaining to Plot No. 353 in Sheet No. 8 of Mouza Dabgram under J.L. NO. 2, Touzi No.3, P.S. Bhaktinagar (formerly Rajganj P.S.), Pargana Baikunthapur, District- Jalpaiguri and the aforesaid lands is butted and bounded as follows :-

- ON THE NORTH** : By the anchal road under the Siliguri Municipal Corporation followed by the residue land of plot No. 353 measuring about 0.49 acres being sold to-day to the purchaser by Sri Bhupen Pramanik;
- ON THE SOUTH** : By the NH-31;
- ON THE EAST** : By the land of Sita Promoters & Builders Pvt. Ltd;
- ON THE WEST** : By the land of Sheet No. 6;

*GAUTAM*  
Advocate  
District Court  
Jalpaiguri

(11)


### MEMO OF CONSIDERATION

1) Received on the 4<sup>th</sup> day of September, 2006 from the within named purchaser being the first party hereof a sum of 30,00,000/- (Rupees thirty lakhs) only as earnest money by two account payee Cheques, each valued at Rs. 15,00,000/- (Rupees fifteen lacs) only bearing No. 325582 dated 04/09/2006 and another valued at Rs. 15,00,000/- (Rupees fifteen lacs) only bearing No. 325583 dated 04/09/2006, both drawn on Standard Chartered (Standard Chartered Bank), 10E, Connaught Place, New Delhi - 110 001 payable at par at all branches of Standard Chartered Bank of India

2) Received on the 14<sup>th</sup> day of May, 2007 from the within named purchaser being the first party hereof a sum of 5,00,000/- (Rupees five lakhs) only as further payment towards balance consideration after settlement of miscellaneous account by executing two voucher come receipt, each valued at Rs. 2,50,000~~00~~ (Rupees two lacks fifty thousand ) only.

3) Received on this day the balance consideration from the within named purchaser being the first party hereof being a sum of Rs. 1,00,00,000=00 (Rupees one corer) only as earnest money by two account payee pay order, each valued at Rs. 50,00,000/- (Rupees fifty lacs) only bearing No. 002671 dated 19/05/2007 and another valued at Rs. 50,00,000/- (Rupees fifty lacs) only bearing No. 002672 dated 19/05/2007, both drawn on Standard Chartered (Standard Chartered Bank), Howrah (West Bengal)

  
 G. ANAND  
 Advocate  
 District Court  
 Jalpaiguri

Madhuchand Lal  
Babu Lal Aggarwal

(12)

The Photographs and the fingerprints of the vendors hereof and that of one of the directors of the company called as purchaser hereof are duly affixed upon the separate sheets attached with these presents duly signed and the purchaser hereof have also produced their respective copies of either voter identity card or ration card to support their respective identities for further record and reference hereof;

IN WITNESS WHEREOF the vendors hereof, in his good health and conscious minds has set and subscribed his respective hands on this Deed of Sale (Conveyance) on the day, month and year as first above-written.

SIGNED AND DELIVERED

by the vendors hereof in presence of:-

1. Kallal Sen,  
Advocate,  
Jalpaiguri
2. *কল্যাণ চন্দ্র*  
*কল্যাণ চন্দ্র*

SEALED, SIGNED AND DELIVERED  
by the Purchaser in presence of:-

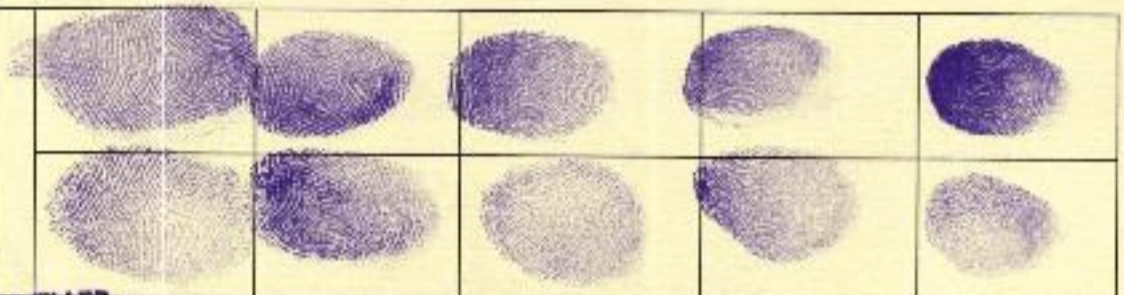
1. Babu Lal Aggarwal  
Director, Kalyan  
Sikari
- 2.

Drafted by me  
and composed at my Chamber.

*(Signature)*  
(Gautam Das) 21/5/07  
B.Sc., D.P. M. (Delhi), L.L.B. Advocate  
Bar Association, Room No. 1  
Jalpaiguri District Court, Jalpaiguri - 735 101  
Enrolment No. WB/338/1990



# CLAIMANT SHEET



GENS HOSPITALITY ENTERPRISES (P) LTD.

*Mohan Lal Singh*  
Signature  
DIRECTOR

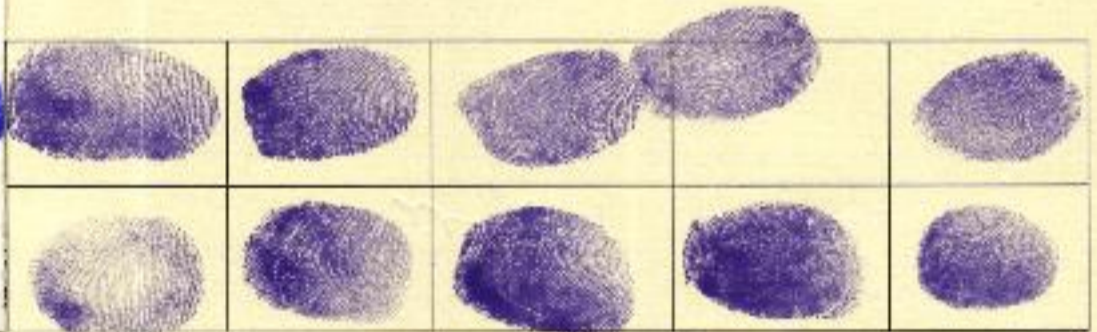
GENS HOSPITALITY ENTERPRISES (P) LTD.

*Mohan Lal Singh*  
Signature  
DIRECTOR


Signature

Signature

## EXECUTANTS



*Kishore Lal Agawar*  
Signature

*Kishore Lal Agawar*  
Signature



*Babu Lal Agawar*  
Signature

*Babu Lal Agawar*  
Signature



*blushy*  
21/5/07

*3600000/-*  
*5000/- 175000/- 130000/-*  
23

admissible under Rule 21 of sec. 5/a of W.B.L.R. Act, 1958 duly Stamp under the Indian Stamp Act, 1899 (W. B. Stamp as Amended up to date) Schedule 1A No. 23 Post Paid 10/- in C.P.

From Rs. 32989.00  
To Rs. 28.00  
Rs. 4.00  
Total Rs. 33021.00

*ch-10.00*  
22/5/07

*blushy*  
22/5/07

*22/5/07*

30000/-  
Bills thirty thousand only.  
Draft bearing No. BC/CS/072704/88 - of 23.5.07  
Gal Code 0095 to take up the proceeds  
with which the Government is concerned.

608 07  
Post Paid - (1) Rs. 250/-  
(2) Rs. 77/-  
F.I.A. Rs. 23/-  
Total Rs. 350/-

**DEED OF SALE**

*blushy*  
NAUTAM Das  
Advocate  
District Court  
Dalsipiguri

*blushy*  
23.5.07

Contd.....p/2

21 MAY 2007

175050/-  
Bills one lakh seventy five thousand fifty only.  
Draft bearing No. BC/CS/072704/88 - of 21.5.07  
Gal. 0095 to take up the proceeds  
with which the Government is concerned.

*blushy*  
21.5.07

2386 21/5/07  
5000/-  
SENS HOSPITALITY PVT  
NEW DELHI



R. D. DAB  
STAMP VENDOR  
Licence No. 8 of 20-01  
Under Registration Office

Document for Registration of  
on the 21<sup>st</sup> day of May 2007  
at District Sub-Registrar Office Jaipur  
Bhupen Pramanik

Bhupen Pramanik

बे चान प्रामनिक



*[Signature]*  
Notary Authorized under Sec. 10 of Act. 1908 of 1929, Jaipur

Sh. Shantosh Pramanik  
Bharbhara, Subgram  
Thana MKT, Dt. Jaipur  
By caste Hindu/Kshatriya  
By profession

943 21 MAY 2007

बे चान प्रामनिक

Gautam Das  
Advocate

District Court  
Thana Dt. Jaipur  
By caste Hindu/Kshatriya  
By profession

*[Signature]*  
21/5/07  
GAUTAM DAS  
Advocate  
District Court  
Jaipur

*[Signature]*  
Notary Authorized under Sec. 10 of Act. 1908 of 1929, Jaipur

21 MAY 2007



22/6/07

71,354/-  
 ninety one thousand three hundred fifty four only.  
 909525  
 0095  
 to Bank at 22-6-07  
 to Bank at 22-6-07  
 to Bank at 22-6-07

### DEED OF SALE

Land area Measuring:- 0.49 acres more or less equivalent to 29.69 cottahs	
Consideration :	Rs. 30,00,000-00 (Rupees thirty lakhs) only
Khatian No. :	581
Plot No. :	353
Mouza :	Dabgram
Sheet No. :	8 (Eight)
J.L. No. :	2 (Two)
Touzi No. :	3 (Three)
Police Station :	Bhaktinagar
District :	Jalpaiguri
Ward No. :	41
Siliguri Municipal Corporation	

**GAUTAM DAS**  
 Advocate  
 District Court  
 Jalpaiguri

14366  
 171896  
 22/6/07  
 22/6/07

SRI BHUPEN PRAMANIK

(3)

THIS DEED OF SALE IS BEING MADE ON THIS 21<sup>st</sup> DAY OF THE MONTH OF MAY, TWO THOUSAND AND SEVEN (2007)

BETWEEN

**SENS HOSPITALITY ENTERPRISES (PVT.) LIMITED**, an existing Company within the meaning of the Companies Act, 1956 having its registered office at 76, World Trade Center, Babar Road, Connaught Place, New Delhi- 110 001 vide Certificate of Incorporation No. U55101 DL2004PTC 124517 of dated 16.04.2004 being represented by one of its Directors Viz., Mr. ✓ Mohan Lal Sen S/o. Murali Mohan Sen , an Indian citizen, Hindu by religion, Businessman by occupation and resident of A-20, Sekhar Apartment Mayur Vihar P.O. Delhi - 110 091 Police Station- Mayur Vihar hereinafter referred to and called as "**The purchaser**" or "**The First Party**" (which name and expression shall, unless excluded by or is repugnant to the subject or context, be deemed to mean and include its all directors, office-bearers, executors, successors-in-office, administrators, legal representatives and assigns) of the ONE PART

*The Income Tax Permanent Account Number of the First Party hereof is :- AAJCS 3789E*

AND

✓  
**SRI BHUPEN PRAMANIK** , S/o Late Dhaneswar Pramanik , Hindu by religion , Agriculturalist by occupation and resident of vill- Baribhasa, under Dabgram-II G.P., P.S. Bhaktinagar , Dist. Jalpaiguri ; hereinafter called the "**The Vendor**" or "**the Second Party**" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, excutors, successors, representatives, administrators and assigns) of the "**OTHER PART**

*The Income Tax Permanent Account Number of the Second Party hereof is :- NIL*

CAJAM DAS  
Advocate  
District Court  
Jalpaiguri

2/2/2018  
 2/2/2018  
 2/2/2018

(4)

WHEREAS one Heramba Nath Pramanik (since deceased) was the Recorded owner in respect of all that piece and parcel of the vacant land property measuring about 12.90 (twelve point nine zero) acres comprised in R.S. Khatian No. 581 (five hundred eighty one) appertaining to Plot No. 353 (three hundred fifty three) in Sheet No. 8 (eight) of Mouza Dabgram under J.L. NO. 2, Touzi No.3, P.S. Bhaktinagar (formerly Rajganj P.S.), Pargana Baikunthapur, District- Jalpaiguri and the said recorded owner was the 'Raiyot' thereof and during the Revisional Settlement Operation the name of the said Heramba Nath Pramanik (since deceased) was duly recorded in the relevant Record of Rights being the said R.S. Khatian Nos.581, hereinafter referred to as "**the said land**" for the sake of brevity hereinabove.

AND

WHEREAS the said Heramba Nath Pramanik (since deceased) had one daughter (only issue) viz., Sarada Pramanik who predeceased him leaving her only minor son being the vendor and her husband viz., Dhaneswar Pramanik (since deceased), the father of the vendor herein;

AND

WHEREAS after the death of Sarada Pramanik (the mother of the vendor) herein, the said Dhaneswar Pramanik (vendor's father) immediately had remarried with another lady and thereafter the vendor had undergone to the care and custody of his grand parents and they brought up him. The grand father (mother's father of the vendor) viz., Heramba Nath Pramanik died in the year 1957 leaving in testate One Bhadeswari Nai as his widow and the vendor herein as his grand son (the son of his predeceased daughter) and accordingly, the said Bhadeswari Nai and the vendor being the Class I legal heir as per the Schedule under section 8 of the Hindu Succession Act, 1956 became the legal heirs of Heramba Nath Pramanik (since deceased) and they had jointly acquired the absolute right, Marketable title and lawful interest in respect of all the properties left by Heramba Nath Pramanik including the said land by virtue of inheritance.

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 RAJATAM DAS  
 Advocate  
 District Court  
 Jalpaiguri

SEE JUSTICE E 4 2/0

(5)

AND

WHEREAS subsequently, the said Bhadeswari Nai died in sometime that year 1979/80 leaving in testate the present vendor as her only Class-I legal heir and thereby the vendor became the sole owner of the said land along with other properties left by Heramba Nath Pramanik (since deceased) having absolute right, marketable title and lawful interest thereof and since then he used to hold and enjoy the same absolutely, un-interruptedly and without any hindrance in any manner whatsoever;

AND

WHEREAS in the year 1997 some encroachers had made an attempt to encroach upon the part of the said land recorded in R.S. Khatian No. 581 and in the circumstances, the vendor was obliged to move an application under section 144 of the Criminal Procedure Code, 1973 being Ptn./R Case No. 219 of 1997 in the Court of the learned Sub-Divisional Magistrate (Sadar), Jalpaiguri; when the learned Magistrate after hearing and perusing the materials on record was pleased to admit the said application and further pleased to pass an order by directing the Block Land & Land Reform Officer (B.L. &L.R.O), Rajganj Block, District- Jalpaiguri and the concerned B.L.&L.R.O. after holding spot enquiry and examination of land records and documents had submitted a report confirming the right, title & interest of the vendor inter-alia over the said land recorded in R.S. Khatian No. 581 referred herein;

AND

WHEREAS out of the 12.90 acres of land the vendor had transferred 10.00 (ten point zero zero) acres of land in favour of one M/s. Sita Promoters & Builders Pvt. Ltd., an existing company within in the meaning of the Companies Act, 1956 having its registered office at Jorethang town under Police Station & P.O.- Jorethang in the state of Sikkim and Corporate Head Quarter at Sita Mansion, 2 ½ Mile, Sevokc Road under Post Office- Ektiasal, Police Station- Bhaktinagar, District- Jalpaiguri (W.B.) by virtue of a compromise decree dated the 22<sup>nd</sup> day of July, 2002 passed in Title Suit No. 254 of 1997 (Sri Bhupen Pramanik =V/s= M/s. Sita Promoters & Builders Pvt. Ltd. & another) in the Court of the learned Civil Judge (Junior Division), Jalpaiguri;

  
Advocate  
District Court  
Jalpaiguri

08/05/2004

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AND

WHEREAS out of the residue 2.90 acres of land the vendor on the 17<sup>th</sup> day of May, 2004 had transferred 1.33 (one point three three) acres of land to one Sri Kishorilal Agarwal and Sri Babulal Agarwal of Siliguri town by virtue of Deed Nos. I-2706 and I-2707 for the year 2006 presented for registration on the 18<sup>th</sup> May, 2004 at the District Sub Registry Office, Jalpaiguri by retaining 1.57 acres of lands out of which 1.04 acres has since been encroached upon by the road flank of National Highway 31 comprised on the southern boundary line thereof and 0.04 acres of land has been encroached upon by the road passes through the western boundary line thereof;

AND WHEREAS the vendor in need of money for his own developmental plan has firmly and finally decided to sale 0.49 (zero point four nine) acres of land equivalent to 29.69 (twenty nine point six nine) cottahs out of his residue land to the purchaser and more particularly described in the schedule hereunder at a consolidated consideration of Rs.30,000,00/= (Rupees thirty lacs) only and he offered to the purchaser after disclosing the aforesaid facts relating there of and declaring the same to be free from all encumbrances and charges whatsoever;

AND WHEREAS the Purchaser, having in need of a plot of land and being so offered by the Vendor and fully relying upon and reposing complete trust upon the aforesaid representations of the Vendor and considering the price so offered by the Vendor as fair, reasonable and the highest, had entered into an agreement for sale on the 8<sup>th</sup> day of May, 2007 on payment of earnest money of Rs. 6,00,000=00 (Rupees six lacs) only to purchase from the Vendor the said property measuring about 0.49 (zero point four nine) acres of land equivalent to 29.69 (twenty nine point six nine) cottahs, more particularly described in the schedule given herein-below and at a consolidated rate of Rs. 30,000,00/= (Rupees thirty lacs) only so offered by the Vendor to the Purchaser in the manner herein;

AND WHEREAS the vendor hereof at the time of placing the aforesaid offer and/or proposal before the purchaser hercof, and still declares 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 (as amended up to-date) and the West Bengal Land Reforms Act,

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**PRATIKAM DAS**  
 Advocate  
 District Court  
 Jalpaiguri

20/10/2007  
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 20/10/2007

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1955 (as amended up to-date). The vendor further declares that there is no Bargadar and/or share cropper in the said below scheduled land and there is no co-sharer in the said land in any manner whatsoever and the said land is being offered for sale to the purchaser hereof by the vendor after disclosing the aforesaid facts relating thereto and presently declaring the same being free from all litigations, encumbrances and charges whatsoever.

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 vendor hereof through one of its directors, got the offer to buy the said below-scheduled land of the vendor after being made known about the facts relating thereto and the purchaser then relying on the aforesaid statements of the vendor has accepted the aforesaid offer and agreed upon to purchase the said below-scheduled land measuring about 0.49 (zero point four nine) acres of land equivalent to 29.69 (twenty nine point six nine) cottahs, more particularly described in the schedule given herein-below at a consolidated rate of Rs. 30,000,00/- (Rupees thirty lacs) only being paid to the vendor against purchase of the below scheduled land being presently free from all disputes, litigations, encumbrances and charges whatsoever.

AND

WHEREAS the vendor herein, mutually considering the price of the below scheduled land so offered by him to the purchaser hereof as being the highest in the prevailing market and the said purchaser being also finding the said price as convenient, fair and reasonable to it, the vendor has thus firmly and finally agreed to sell the below scheduled land to the purchaser and the purchaser has agreed to purchase the same at the aforesaid monetary consideration amounting to Rs. 30,00,000/= (Rupees thirty lakhs) only.

WHERE AS in view of the above, the purchaser has already paid a sum of Rs. 6,00,000=00 (Rupees six lacks) only on the day of May, 2007 as earnest money and this day has paid the aforesaid a sum of Rs. 24,00,000/= (Rupees twenty four lakhs) only to the vendor thereof, collectively against

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29/11/2012

(8)

purchase of the below - scheduled land and the vendors hereby acknowledge the receipt for the same. The purchaser has paid the said total consideration money amounting to Rs. 30,00,000=00 (Rupees thirty lacks) only against purchase of the below-scheduled landed property measuring about 0.49 (zero point four nine) acres of land equivalent to 29.69 (twenty nine point six nine) cottahs, and the said vendor hereof has thus made himself present to execute these present to convey good title and all rights lying in the below - scheduled landed property to and in favour of the said purchaser here of.

**NOW THIS INDENTURE OF SALE WITNESSETH** that in pursuance of the aforesaid offer, acceptance, free consent and in total consideration of the sum of Rs.30,00,000=00 (Rupees thirty lakhs) only paid as per memo of consideration attached herewith these presents and the said amount has been paid to by the purchaser to the vendor against purchase of the below scheduled land as described above in recitals, (the receipt whereof the vendor does hereby acknowledge as having received and the vendor also grant full discharge to the purchaser from the payment thereof), the vendor do hereby convey, assign, sell and transfer his said below-scheduled land together with all his real or imaginary 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, peaceable and quietly, with permanent, heritable and transferable right, and without any claim, objection, interference from the vendor or any person or persons claiming under him 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.

The vendor declares that the interests which he 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 vendor in favour of any other person or party respecting the said below - scheduled

*SP*  
 S. P. S.  
 Advocate  
 District Court  
 Jalpaiguri

(9)

land or any part thereof, and that the property hereby transferred, expressed or intended so to be, suffers from no defect of title at present and the recitals made hereinabove - are all true, and in the event of any contrary is proved, the vendor 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 vendor further covenants 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 vendor, the purchaser be deprived of ownership or of possession of the said below scheduled land or any part thereof in future, then the vendor will return to the purchaser the full or proportionate part of the consideration money as the case may be together with an interest @ 18% (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 vendor 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 vendor hereof further declares that he shall always be available if so required by the purchaser hereof to enable the said vendor to be the absolute owner having peaceful possession of the below scheduled land. **THE VENDOR HEREOF** further declares and agrees that he shall never prefer any claim over his residue land comprised in adjoining to the road flank of NH. 31 as against the purchaser and the vendor does hereby grant the perpetual easement right thereof to the purchaser or its successors-in -office, representatives, administrators and /or assigns, execute all such acts, deeds and /or things whatsoever save and except the right to receive compensation thereof in the event of acquisition by the Government or any competent authority in accordance with law **THE VENDOR HEREOF** further declares and agrees that he shall also, from time to time upon the request and on demand of the purchaser or its successors-in -office, representatives, administrators 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 **THE VENDOR HEREOF** further declares and agrees that he shall also from time to time upon the request and on demand of the purchaser or its successors-in-office, representatives, administrators 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 under and in favour of the purchaser, its successors-in-office, executors, administrators, representatives and assigns and placing them in possession of the same according to the true and intent meaning of this deed as shall and may reasonably be required in accordance with law.



(10)

**SCHEDULE ABOVE REFERRED TO**

(Description of the said property)

**ALL THAT** piece and parcel of vacant land measuring about 0.49 (zero point four nine) acres of land equivalent to 29.69 (twenty nine point six nine) cottahs comprised in R.S. Khatian No. 581 (five hundred eighty one) appertaining to Plot No. 353 (North West portion) in Sheet No. 8 (eight) of Mouza Dabgram under J.L. NO. 2, Touzi No.3, P.S. Bhaktinagar (formerly Rajganj P.S.), Pargana Baikunthapur, District- Jalpaiguri and the aforesaid land is butted and bounded as follows :-

- ON THE NORTH :** By the anchal road under the Siliguri Municipal Corporation;
- ON THE SOUTH :** By the land measuring about 1.33 acres sold by vendor to Sri Kishorilal Agarwal & Sri Babulal Agarwal;
- ON THE EAST :** By the land of Sita Promoters & Builders Pvt. Ltd;
- ON THE WEST :** By the land of Sheet No. 6;

  
 GAUTAM DAS  
 Advocate  
 District Court  
 Jalpaiguri

Contd. ....11

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**MEMO OF CONSIDERATION**

1) Received on the 8<sup>th</sup> day of May, 2007 from the within named purchaser being the first party hereof a sum of 6,00,000/- (Rupees six lakhs) only as earnest money by Demand Draft vide No. 035361 dated the 7<sup>th</sup> day of May, 2007 drawn on Standard Chartered Bank, Howrah and payable at Central Bank of India ,Jalpaiguri Branch.

2) Received on this day the balance consideration from the within named purchaser being the first party hereof being a sum of Rs. 24,00,000=00 (Rupees twenty four lacks) only Demand Draft vide No. 035363 dated the 19<sup>th</sup> day of May, 2007 drawn on Standard Chartered Bank of India, Howrah Branch and payable at Central Bank of India ,Jalpaiguri Branch, Jalpaiguri.

  
RAJAM DAS  
Advocate  
District Court  
Jalpaiguri

(12)

The Photographs and the fingerprints of the vendor hereof and that of one of the directors of the company called as purchaser hereof are duly affixed upon the separate sheets attached with these presents duly signed and the purchaser hereof have also produced their respective copies of either voter identity card or ration card to support their respective identities for further record and reference hereof;

IN WITNESS WHEREOF the vendor hereof, in his good health and conscious minds has set and subscribed his respective hands on this Deed of Sale (Conveyance) on the day, month and year as first above-written.

SIGNED AND DELIVERED

by the vendor hereof in presence of:-

1. *Kalid Sen,*  
Advocate  
Jalpaiguri

2. *Kuldev Singh*  
Nehru Road, Khelpara, Siliguri.  
SEALED, SIGNED AND DELIVERED  
by the Purchaser in presence of:-

1. *Babulal Singh*  
Nehru Road, Khelpara  
Siliguri.

2.

Drafted by me  
and composed at my Chamber.

*(Gautam Das)*

B.Sc., D.P. M. (Delhi), LL. B., Advocate

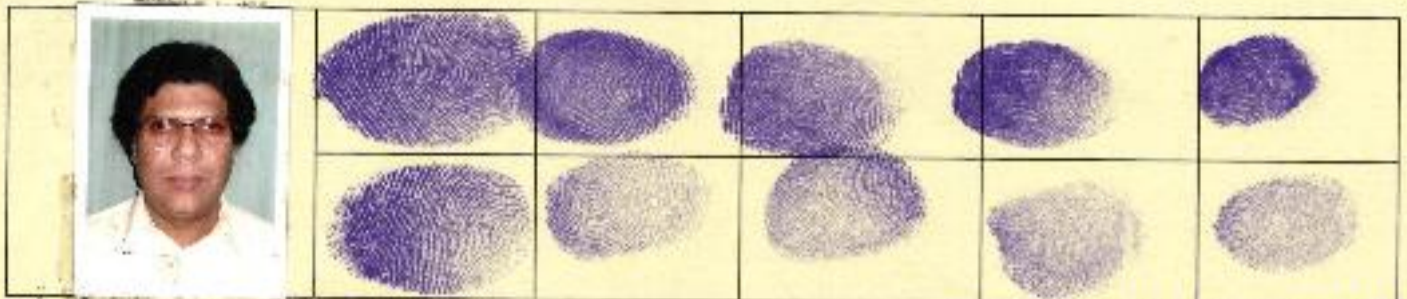
Bar Association, Room No. 1

Jalpaiguri District Court, Jalpaiguri - 735 101

Enrolment No. WB/338/1990



# CLAIMANT SHEET



**SENS HOSPITALITY ENTERPRISES (P) LTD.**

Signature

*Mohan Lal Singh*

**DIRECTOR**

**SENS HOSPITALITY ENTERPRISES (P) LTD.**

Signature

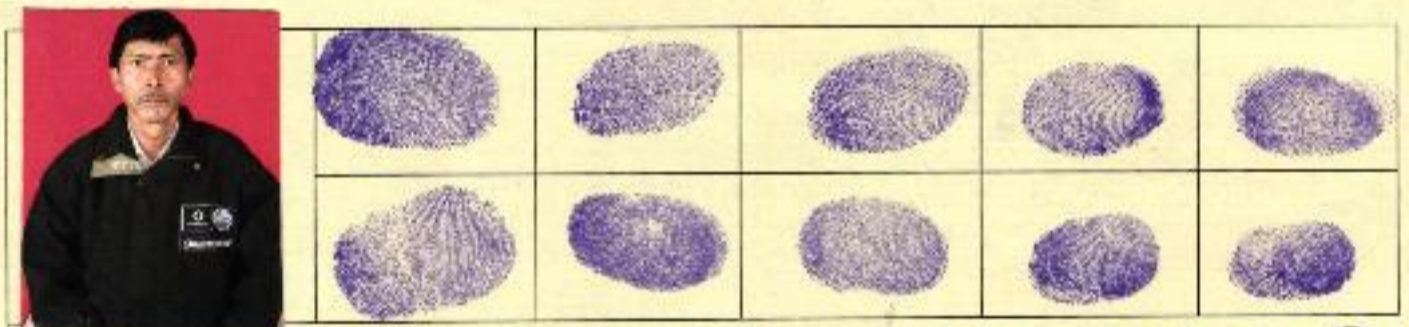
*Mohan Lal Singh*

**DIRECTOR**


Signature

Signature

# EXECUTANTS



*वैद्यनाथ प्रसाद*

Signature

*वैद्यनाथ प्रसाद*

Signature


Signature

Signature