

4. 67/5/13

I. 7002



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

345448

CERTIFIED THAT THE DOCUMENT
 ADMITTED TO REGISTRATION, THE
 NATURE SHEET AND THE ENDORSEMENT
 SHEETS ATTACHED TO THIS DOCUMENT
 ARE THE PART OF THIS DOCUMENT

EDL. DIST SUB REGISTRA
 SHIMIRI HAT RAJDOGR

17/7/13

Sanjiv Kumar Agarwal

DEED OF GIFT

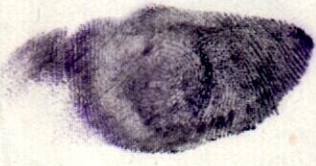
Adv.

Contd.....P/2

5181 20.4.2010
A. No. 5181
PAID TO Sanjit Mr Agarwal
OF Punjaleipara, Siliguri
Rs. 5000/- (Rupees) Five thousand only

B. P. G. B. K.
S. L. CHOUH
STAMP VENDOR
SILIGURI COURT
A. No. B.M./100/10
SILIGURI

Sanju Kumar Agarwal



1078

Sanju Kumar Agarwal



Addl. Dist. Sub-Registrar
Slg. II at Bagdogra, Darjeeling

22/6/13

Achitya Agarwal,
S/o Sri. Kishan Kumar Agarwal,
Punjabi Bazar,
No. 8, I.S. Siliguri,
District - Darjeeling.

Sanjiv Kumar Agarwal

Land measuring	:	0.132 Acre [1/5 th undivided share of 0.66 Acre of land]
Set forth Value	:	Rs.1,50,000/-
Pargana	:	Patharghata
Mouza	:	Panchnai
Khatian No.	:	2/1
R.S. Plot No.	:	259 & 260
L.R. Plot No.	:	373, 301 & 372
J.L. No.	:	27
Police Station	:	Matigara (Now Pradhan Nagar)
District	:	Darjeeling

THIS DEED OF CONVEYANCE IS MADE ON THIS
THE 27TH DAY OF JUNE, TWO THOUSAND THIRTEEN

BETWEEN

(1)SMT. SHYAMA DEVI AGARWAL, W/o Late Bhimraj Agarwala, (2)SRI NISITH KUMAR AGARWAL, & (3)SRI SUNIL KUMAR AGARWAL, No.2 & 3 are S/o Late Bhimraj Agarwala, No.1 Housewife by occupation and No.2 & 3 Business by occupation, all of them are Nationality by Indian, Hindu by religion, and residents of "Shyama Kunj", Punjabi para, Siliguri, within Ward No.40 of Siliguri Municipal Corporation, P.O. Haider para, P.S. Bhaktinagar, District- Jalpaiguri, in the State of West Bengal - hereinafter collectively called as the "DONEE" (which expression shall mean and include unless excluded by or repugnant to the context their respective heirs, successors, legal representatives, executors, administrators and assigns) of the ONE PART.

A N D

SRI SANJIV KUMAR AGARWAL, S/o Late Bhimraj Agarwala, Nationality by Indian, Hindu by religion, Business by occupation and resident of "Shyama Kunj" Punjabi para, Siliguri, within Ward No.40 of Siliguri Municipal Corporation, P.S. Bhaktinagar, District- Jalpaiguri, in the State of West Bengal- hereinafter called as the "DONOR" (which expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, legal representatives, executors, administrators and assigns) of the OTHER PART.

Sanjiv Kumar Agarwala

WHEREAS the father of the Donor and the Donee No.2 & 3 and husband of Donee No.1, one BHIMRAJ AGARWALA (since deceased), Son of Late Khyali Ram Agarwala, became the absolute owner of all that landed property measuring 2.63 Acres which is comprised in R.S. Plot Nos.259 corresponding to L.R. Plot No.373 area measuring 0.50 Acre of land and R. S. Plot No.260 corresponding to L.R. Plot Nos. 302, 301 & 372, area measuring 2.13 Acres of land, recorded in R.S. Khatian No.2/1, within Mouza- Panchnai, J.L. No. 29 (old) 27 (New), under P.S. Matigara (now Pradhan Nagar), District Darjeeling by virtue of a registered Deed of Conveyance being document No.I-2750 for the year 1991 executed in his favour by the erstwhile owner one Sri Ranjit Kumar Dey, S/o Gopal Chandra Dey, and the same was registered at the office of the Sub-Registrar Siliguri, Dist. Darjeeling. Since the date of such purchase said SRI BHIMRAJ AGARWALA (since deceased) had been in actual and physical possession of the aforesaid landed property and by dint of aforesaid purchase said SRI BHIMRAJ AGARWALA (since deceased) had acquired the sole and absolute ownership of the aforesaid land with permanent, heritable and transferable right, title and interest therein which is/was free from all encumbrances and charges whatsoever.

A N D

WHEREAS Possessing the aforesaid land said BHIMRAJ AGARWALA (since deceased) mutated his name at the office of the B.L. & L.R.O. Matigara vide Mutation Case No. 68/IX/RI/CH 2001-2002, dated 28.12.2001 and his name is duly recorded in L.R. Khatian No. 304 of Mcuza Panchnai in the District of Darjeeling. Thereafter during his life time said Bhimraj Agarwala had sold and transferred for valuable consideration 0.35 Acre of land from his aforesaid L.R. Plot No.302 out of his total 0.66 Acre of land in the said plot and also sold and transferred for valuable consideration 0.71 Acre of land from his aforesaid L.R. Plot No.372 out of his total 1.37 Acre of land in the said plot of land.

A N D

WHEREAS further to be mentioned here that on 20.03.2007 being desirous of constructing a residential complex in the said land, said Bhimraj Agarwala had entered into a Deed of Agreement for Development with M/s. Riverview Vanijya Pvt. Ltd. with respect to his 0.60 Acre of land in L.R. Plot No.372 out of his total 1.37 Acre of land in the said plot of land and similarly on 28.10.2010 further being desirous of constructing

Sanjiv Kumar Agarwal

another residential complex in the said land, said Bhimraj Agarwala had entered into a Deed of Agreement for Development with M/s. Sunlight Tradecom Pvt. Ltd. with respect to his 0.31 Acre of land in L.R. Plot No.302 out of his total 0.66 Acre of land in the said plot of land.

A N D

WHEREAS in the aforesaid manner after execution of aforesaid Development Agreements and also after selling and transferring of altogether 1.06 Acres of land to different purchasers through different deeds, said Bhimraj Agarwala was left with only 0.66 Acre [in L.R. Plot No.373(0.50 Acre), in L.R. Plot No.301(0.10 Acre) and in L.R. Plot No.372(0.06 Acre)] of vacant land in his khas and actual possession out of his aforesaid 2.63 Acres of land which is free from all encumbrances and charges.

A N D

WHEREAS thereafter being owner in possession said Bhimraj Agarwal, S/o Late Khyaliram Agarwal died intestate on 22.05.2012 at Siliguri leaving behind him the following persons as his only legal heirs:

- 1) Smt. Shyamadevi Agarwal Wife;
- 2) Sri Sanjiv Kumar Agarwal Son;
- 3) Sri Nisith Kumar Agarwal Son;
- 4) Sri Sunil Kumar Agarwal Son;
- 5) Smt. Sangeeta Agarwal Daughter.

A N D

WHEREAS according to law of Hindu Succession the aforementioned legal heirs of said Bhimraj Agarwala, have jointly and equally inherited the aforesaid landed property i.e. land measuring 0.66 Acre amongst themselves and each of the aforesaid legal heirs are having 0.132 Acre undivided share of land in the aforementioned landed property left by said Bhimraj Agarwala (since deceased).

A N D

Sanjiv Kumar Agarwala

WHEREAS the Donee No.1 is the biological mother of the Donor and Donee No.2 & 3 are the full blooded brothers of the Donor and the Donor has profound love and affection towards the Donee, the Donor out of his natural love and affection for the Donee and also for making some future provisions for the Donee, the Donor has decided and offered to make a Gift of his all that aforesaid undivided share in the land left by his deceased father namely Bhimraj Agarwala, as mentioned above i.e. land measuring 0.132 Acre (1/5th undivided share of 0.66 Acre of land) as fully and particularly mentioned in the schedule "B" below out of total land measuring 0.66 Acre as fully described in the Schedule "A" below, free from all charges and encumbrances whatsoever.

A N D

WHEREAS the Donee hereof have also accepted the said gift as aforesaid and the said property hereby gifted by the Donor in the manner as hereinafter appearing.

NOW THIS DEED OF GIFT WITNESSETH that in pursuance of the aforesaid offer and acceptance and also in consideration of natural love and affection for the Donee, the Donor out of his free will, without fraud, coercion or undue influence from anybody or from any side whomsoever and in full possession and senses do hereby give, convey, grant, transfer, assign and confirm unto the Donee the property as described in the schedule below and make over possession thereof to and in favour of the Donee together with all right, title, interest, liberties, easements, privileges, appendices, appurtenances, whichever is belonging to or in any way appertaining to the said land TO HAVE AND TO HOLD the same absolutely by the Donee forever peaceably and quietly without any interference or interruption from the Donor or any person or persons claiming under him subject to the payment of land revenue and other local taxes etc. payable to the Superior Landlord i.e. the State of West Bengal.

THE DONOR does hereby declare that the Donee shall occupy, hold, enjoy and possess the said property hereby gifted by the Donor by these presents as absolute owners by mutating their names in the office of the B.L. & L.R.O. Matigara, District Darjeeling.

Sanjiv Kumar Agardak

THE DONOR does hereby further declare that the Donor has not previously sold, mortgaged, transferred or contracted for sale or otherwise the said property hereby gifted or any part thereof suffers from no defect of title and the said landed property as described in the schedule below hereby gifted free from all encumbrances and charges whatsoever.

SCHEDULE - "A"

ALL THAT PIECE OR PARCEL of vacant land measuring 0.66 Acre, appertaining to and forming part of R.S. Plot No.259 (area 0.50 Acre) corresponding to L.R. Plot No. 373 and R.S. Plot No.260 (area 0.16 Acre) corresponding to L.R. Plot Nos.301 & 372, recorded in Khatian No.2/1 (R.S.), 304 (L.R.), J.L. No.27, within Gram Panchayat area, Pargana Patharghata, Mouza- Panchnai, under P.S. Matigara (now Pradhan Nagar), District Darjeeling.

The land comprised in L.R. Plot No.301 as stated above is butted and bounded as follows:

By North : 15 Ft. Kachcha;
By South : Land of Plot No.98 (L.R.);
By East : Land of Plot No.373;
By West : Land Plot No.300.

The land comprised in L.R. Plot No.372 & 373 as stated above is butted and bounded as follows:

By North : 15 Ft. Kachcha;
By South : Land of Plot No.374 (L.R.);
By East : 15 Ft. Kacha Road;
By West : Land Plot No.373 (Part).

SCHEDULE "B"

[THE PROPERTY HEREBY GIFTED]

All that piece or parcel of undivided 1/5th share of land measuring 0.132 Acre out of total land measuring 0.66 Acre, appertaining to and forming part of R.S. Plot No.259 (area 0.50 Acre) corresponding to L.R. Plot No. 373 and R.S. Plot No.260 (area 0.16 Acre)



corresponding to L.R. Plot Nos.301 & 372, recorded in Khatian No.2/1 (R.S.), 304 (L.R.), J.L. No.27, within Gram Panchayat area, Pargana Patharghata, Mouza- Panchnai, under P.S. Matigara (now Pradhan Nagar), District Darjeeling.

The set forth value of the aforesaid landed property is Rs.1,50,000/- (Rupees One Lakh Fifty Thousand) Only.

Separate sheets are enclosed herewith containing the fingerprints of the Donor and the Donee forming part of these presents.

IN WITNESS WHEREOF the Donor being in sound health and full conscious mind do hereunto set and subscribed his hand on the day month and year first above written.

WITNESSES:

1) Aditya Agarwal,
S/o Sri. Nishan Kumar Agarwal,
Surjabi Tara,
P.O. & P.S. Siliguri,
District. Darjeeling.

2)

Dinesh Kumar Purkait
S/o Late Ram Prasad Purkait
Mukherjee
P.O. & P.S. Siliguri
Distt. Darjeeling (W.B.)

Sanjiv Kumar Agarwal
(Signature of the Donor)

The gift is accepted by us:

1. शकमा देवी डायनाम

2. Xlosith Kumar Purkait

3. Agarwal
(Signature of the Donee)

Drafted as per instructions of the Donor, read over and explained by me and printed in my office:

Debdip Dutta

[DEBDIP DUTTA]
Advocate, Siliguri
Enrol. No. WB/762/ 2003



Finger Prints of SHYAMA DEVI AGARWAL

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

श्यामा देवी अग्रवाल
श्यामा देवी अग्रवाल

श्यामा देवी अग्रवाल
Signature



Finger Prints of NISITH KUMAR AGARWAL

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

Nisith Kumar Agarwal

Nisith Kumar Agarwal

Nisith Kumar Agarwal
Signature



Finger Prints of SUNIL KUMAR AGARWAL

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

Sunil Kumar Agarwal

Sunil Kumar Agarwal
Signature

Finger Prints of SANJEEV KUMAR AGARWALA



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

Sanjeev Kumar Agarwala

Sanjeev Kumar Agarwala
Signature

Finger Prints of _____

Passport Photo

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

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 - 07002 of 2013
(Serial No. 06715 of 2013 and Query No. 0403L000014678 of 2013)

On 27/06/2013

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

Presented for registration at 20.40 hrs on :27/06/2013, at the Private residence by Sanjiv Kumar Agarwal ,Executant.

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

Execution is admitted on 27/06/2013 by

1. Sanjiv Kumar Agarwal, son of Late Bhimraj Agarwala , Shyama Kunj, Punjabi Para, Siliguri, Ward No.- 40, Siliguri Municipal Corporation, Thana:-Bhaktinagar, District:-Jalpaiguri, WEST BENGAL, India, , By Caste Hindu, By Profession : Business

Identified By Aditya Agarwal, son of Sri Kishan Kumar Agarwal, Punjabi Para, Siliguri, Thana:-Siliguri, P.O. :-Siliguri, District:-Darjeeling, WEST BENGAL, India, , By Caste: Hindu, By Profession: Business.

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

On 01/07/2013

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.-13,33,332/-

Certified that the required stamp duty of this document is Rs.- 6667 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

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

On 17/07/2013

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 : 33(i) 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. 14663.00/-, on 17/07/2013

(Under Article : A(1) = 14663/- on 17/07/2013)


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

17/07/2013 16:07:00

EndorsementPage 1 of 2



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

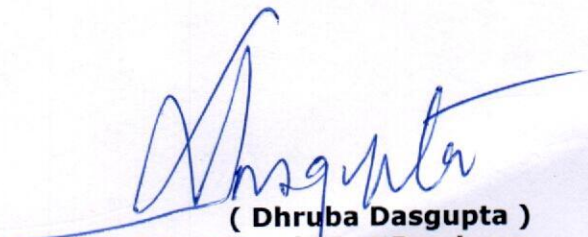
Endorsement For Deed Number : I - 07002 of 2013
(Serial No. 06715 of 2013 and Query No. 0403L000014678 of 2013)

Deficit stamp duty

Deficit stamp duty Rs. 1700/- is paid , by the draft number 772415, Draft Date 25/06/2013, Bank : State Bank of India, GHUGUMALI, received on 17/07/2013

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

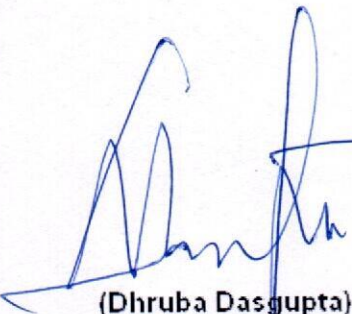



(Dhruva Dasgupta)
A.D.S.R. Siliguri-II at Bagdogra

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 16
Page from 1558 to 1570
being No 07002 for the year 2013.




(Dhruva Dasgupta) 17-July-2013
A.D.S.R. Siliguri-II at Bagdogra
Office of the A.D.S.R. BAGDOGRA
West Bengal

