

32-10735/12

T 10539 dt 29.11.2012



भारतीय गैर न्यायिक INDIA NON JUDICIAL



₹.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

पश्चिम बंगाल WEST BENGAL

A 601051

REVENUE OFFICER
B. L. & L. R. O's Office
Medinipur, Block

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
SILIGURHI, AT BAGDOGRA, DIST. -DARJEELING

29 NOV 2012

Page No. 1

DEED OF CONVEYANCE

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NON JUDICIAL STAMP

SL NO. 7184 Date 27.11.12
SOLD TO M/S Habluam Builders
.....
OF Siliguri
Value Rs. 5000/ (Rupees) Five thousand only

(Sujit Kr. Sinha)
Govt. Stamp Vendor
Siliguri Court
L/No. - 196/R.M



Handwritten signature of the Additional District Sub Registrar, pointing towards the official stamp.

Arunava Dewanyee
% Lt Ranesh Ch Dewanyee
Deshbandhupara
P.O. Siliguri
Dt Darjeeling

27 NOV 2012

Vacant Land measuring 0.11 acre	
R.S. Plot nos.	: 215, 216 & 219,
L.R. Plot no.	: 484,
Khatian no.	: 432 & 433,
Pargana	: Patharghata,
Mouza	: Daknikata,
J.L. no.	: 83,
Police Station	: Matigara,
District	: Darjeeling,
Set Forth Value	: Rs. 20,00,000/-,
Market Value	: Rs. 20,66,669/-,
Classification of land:	Rupni,
Proposed land use	: Industrial.
Under Champasari Gram Panchayat Area	

This Deed of Conveyance is made on this the 29th day of November, 2012, (Two Thousand and Twelve)

B E T W E E N

M/S. FABULOUS BUILDERS, a partnership firm having its office at Tenzing Norgay Road (Hillcart Road) Dagapur, Siliguri, P.O & P.S Pradhan Nagar – 734003, Dist:- Darjeeling, in the state of West Bengal ---- hereinafter referred to as the "**PURCHASER/FIRST PARTY**" (which expression shall unless it be repugnant to the context or meaning thereof include its partners for the time being, successors-in-interest, administrators and assigns) of the **ONE PART;** represented by its partner

SRI ARUN GOYAL, S/o. Sri Roshan Lal Agarwala, Hindu by faith, Indian by Nationality, business by occupation, and resident of Ashoke Vihar Complex, 2nd Mile, Sevoke Road, P.O. & P.S. Siliguri, Dist: Darjeeling – 734001, acting for and in behalf of the Company.

PAN: (AADFF0742R)

A N D

SRI RAJ KUMAR AGARWAL, son of Late Kishorilal Agarwal, Hindu by faith, Indian by Nationality, business by occupation, and resident of Dagapur, P.O. & P.S. Pradhan Nagar, Siliguri, Dist: Darjeeling - 734003, in the State of West Bengal ----- hereinafter referred to as the **"VENDOR/SECOND PARTY"** (which expression shall mean and include unless excluded by or repugnant to the context his heirs or heiresses, executors, successors, legal representative, administrators and assigns) of the **OTHER PART**.

PART – I

WHEREAS the Vendor / Second Party hereof, i.e., Sri Raj Kumar Agarwal, became the absolute owner and entered in actual and khas physical possession of all that piece and parcel of land measuring 16 Kathas or 0.266 acres recorded in L.R. Khatian No. 433 appertaining to and forming part of R.S. Plot No. 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219 and 220 corresponding to L.R. Plot no. 484, situated within Pargana Patharghata,

Mouza Daknikata, J.L. No. 83, under B.L. & L.R.O. Matigara, Police Station Matigara, District Darjeeling by virtue of a registered Deed of Conveyance being no. 1779 executed by (1) Smt. Maha Devi Agarwal, wife of Late Banwari Lal Agarwal, (2) Smt. Sushila Devi Agarwal, wife of Late Roshanlal Agarwal, and (3) Smt. Puja Bajaj wife of Sri Pradip Bajaj represented by her duly constituted Attorney Sri Pradip Bajaj, son of Sri Omprakash Bajaj, and registered on 29.03.1996 in the Office of the Addl. Dist. Sub-Registrar, Siliguri, Dist: Darjeeling and recorded in Book No. I, Volume No. 29, Pages 261 to 268 for the year 1996.

Part – II

WHEREAS the Vendor / Second Party hereof; i.e., Sri Raj Kumar Agarwal, also became the absolute owner and entered in actual and khas physical possession of all that piece and parcel of land measuring 1 Bigha 8 Kathas or 0.467 acres recorded in L.R. Khatian No. 433 appertaining to and forming part of R.S. Plot No. 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219 and 220 corresponding to L.R. Plot no. 484, situated within Pargana Patharghata, Mouza Daknikata, J.L. No. 83, under B.L. & L.R.O. Matigara, Police Station Matigara, District Darjeeling by virtue of a registered Deed of Sale being no. 1780 executed by (1) Smt. Maha Devi Agarwal, wife of Late Banwari Lal Agarwal, (2) Smt. Sushila Devi Agarwal, wife of Late Roshan Lal Agarwal, and (3) Smt. Puja Bajaj wife of Sri Pradip Bajaj represented by her duly constituted Attorney Sri Pradip Bajaj, son of Sri Omprakash Bajaj, and registered on

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29.03.1996 and recorded in Book No. I, Volume No. 29, Pages 269 to 276 for the year 1996.

Part – III

WHEREAS the Vendor / Second Party hereof, i.e., Sri Raj Kumar Agarwal, also became the absolute owner and entered in actual khas physical possession of all that piece and parcel of land measuring 0.10 acres recorded in L.R. Khatian No. 432, appertaining to and forming part of R.S. Plot No. 215 corresponding to L.R. Plot no. 484, situated within Pargana Patharghata, Mouza Daknikata, J.L. No. 83, B.L. & L.R.O, Matigara, Police Station Matigara, District Darjeeling by virtue of a registered Deed of Gift being no. 5717 executed by Smt. Urmila Agarwal, wife of Sri Raj Kumar Agarwal and registered in the Office of the Addl. Dist. Sub-Registrar-II, Bagdogra, Dist: Darjeeling and recorded in Book No. I, CD Volume No. 15, page from 5731 to 5743 for the year 2012.

AND WHEREAS thus the Vendor / Second Party hereof, i.e., Sri Raj Kumar Agarwal was thus the absolute owner of all that the piece and parcel of land measuring (0.266 acres + 0.467 acres + 0.10 acres) = 0.833 acre as described above in Part I, II & III recital portions having permanent heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

AND WHEREAS the Second Party over the past years have sold a portion of the land out of the aforesaid total land and is presently the absolutely seized and possessed of or otherwise well and sufficiently entitled to all that the entirety of the land admeasuring 0.82 acre and has got permanent heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

AND WHEREAS now the Vendor hereof being in need of money for various development plans and schemes have decided to sell and has offered for sale all that the piece and parcel of land measuring 0.11 acres, appertaining to and forming part of (1) R.S. Plot No. 215 an area of 0.04 acre, (2) R.S. Plot No. 216 an area of 0.06 acre, and (3) R.S. Plot No. 219 an area of 0.01 acre, all corresponding to L.R. Plot no. 484, recorded in Khatian No. 432 & 433, situated within Pargana Patharghata, Mouza Daknikata, J.L. No. 83, under B.L. & L.R.O. Matigara, Police Station Matigara, District Darjeeling as fully described in the "**Schedule**" appended below (hereinafter referred to as the "**said land**"), disclosing the aforesaid facts relating thereto and declaring the same to be free from all encumbrances and charges whatsoever.

AND WHEREAS the Purchaser hereof being in need of a plot of land has agreed to purchase the said land measuring 0.11 acres as fully described in the '**Schedule**' appended below and has offered a price of the sum of Rs. 20,00,000/- (Rupees twenty lacs only) for the said land free from all encumbrances and charges whatsoever.

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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. 20,00,000/- (Rupees twenty lacs only), free from all encumbrances and charges whatsoever and the Scheduled land is hereby transferred in the manner as hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid offer, acceptance and also in consideration of the said sum of Rs. 20,00,000/- (Rupees twenty lacs only) paid by the Purchaser to the Vendor hereof (the receipt whereof the Vendor does hereby acknowledge and grant full discharge from the payment thereof by execution of these presents to the Purchaser) the Vendor does hereby grant, convey, sell, assign and transfer unto the Purchaser the said land as fully described in **Schedule** appended below and make over possession thereof to the Purchaser together with all right, title, interest, liberties, easements, privileges, appendices, appurtenances, whichever is belonging to or in any way appertaining to the scheduled land or any part thereof **TO HAVE AND TO HOLD** the same absolutely by the Purchaser forever peaceably and quietly without any interference or interruption from the Vendor or any person or persons claiming under him, subject to the payment of rent etc. payable to the Superior Landlord The Govt. of West Bengal.

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THE VENDOR does hereby declare that the Vendor has not previously sold, mortgaged, transferred or contracted for sale or otherwise the scheduled land hereby sold or any part thereof suffers, at the date of these presents, from no defect of title and in the event of discovery or any contrary are proved, the Vendor shall be liable to be dealt with according to law and shall be also liable to pay adequate compensation to the Purchaser.

THE VENDOR does hereby covenant with the Purchaser that if for any defect in the title of the Scheduled land hereby sold or any part thereof or for any act done or suffered to be done by the Vendor, the Purchaser is deprived of ownership or of possession thereof the Scheduled land hereby sold or any part thereof in future, the Vendor shall be liable to return to the Purchaser the full or proportionate part of the said price money as the case may be together with interest at the rate of 18% (eighteen percent) from the date of such deprivation or dispossession and the Vendor shall also be liable to pay adequate compensation to the Purchaser hereof.

THE VENDOR does hereby further declare that the Vendor at the request and costs of the Purchaser, do execute or cause to be done such acts, deeds or things whatsoever if the Purchaser so required in future for peaceful enjoyment and possession of the scheduled land hereby sold by the Vendor by these presents.

Present

SCHEDULE

(Description of the scheduled land hereby sold by the Vendor to and infavour of the Purchaser hereof by these presents)

ALL THAT PIECE OR PARCEL of land measuring 0.11 (zero point one one) acres, appertaining to and forming part of (1) R.S. Plot No. 215 (two one five) an area of 0.04 (zero point zero four) acre, (2) R.S. Plot No. 216 (two one six) an area of 0.06 (zero point zero six) acre and (3) R.S. Plot No. 219 (two one nine) an area of 0.01 (zero point zero one) acre, all corresponding to L.R. Plot no. 484 (four eight four), recorded in Khatjan No. 432 (four three two) & 433 (four three three), situated within Pargana Patharghata, Mouza Daknikata, J.L. No. 83 (eight three), under B.L. & L.R.O. Matigara, Police Station Matigara, within Champasari Gram Panchayat area, District Darjeeling, in the State of West Bengal; Classification of land is Rupni and proposed to be used as Industrial.

The said property is butted and bounded as follows: -

- By the North : Land of Vendor sold today;
- By the South : Land of Vendor sold today;
- By the East : Land of R.S. Plot no. 219;
- By the West : Land of R.S. Plot no. 215.

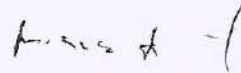
One separate sheet is enclosed herewith containing the fingerprints of the Vendor and Purchaser forming part of these presents.

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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: -

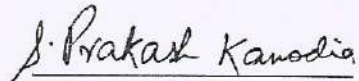
- 1) Arunava Dewayer
S/o Lt Ranesh Ch. Dewayer
Deshbandhupala
P.O. + B. Siliguri
D. Dayerlong



Signature of the Vendor

- 2) Yashraj Sinha,
S/o Late Jitendra Nath Sinha
Siliguri

Drafted on the instructions of the parties hereof, read over and explained to them and also printed in my office.



(S. Prakash Kanodia)

Advocate, Jalpaiguri

Enrl. No. WB-1044A/2004

Finger Prints of _____



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

[Handwritten Signature]

Signature

Finger Prints of _____



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

[Handwritten Signature]

Signature

Finger Prints of _____



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

Signature

Government of West Bengal
 Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
 Office of the A.D.S.R. BAGDOGRA, District- Darjeeling
 Signature / LTI Sheet of Serial No. 10735 / 2012, Deed No. (Book - I , 10539/2012)

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Raj Kumar Agarwal Dagapur, , Thana. Pradhan Nagar, P.O. : Pradhan Nagar ,District- Darjeeling, WEST BENGAL, India,	 29/11/2012	 LTI 29/11/2012	

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

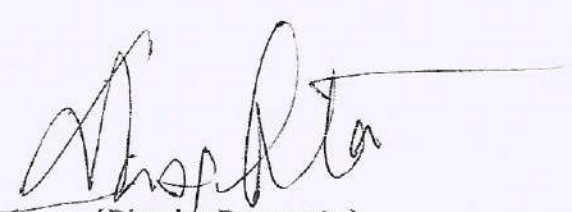
Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Raj Kumar Agarwal Address -Dagapur, , Thana:-Pradhan Nagar, P.O. :-Pradhan Nagar ,District:-Darjeeling, WEST BENGAL, India,	Self	 29/11/2012	 LTI 29/11/2012	

Name of Identifier of above Person(s)

Arunava Dewanjee
 Dashbandhupara, Thana: Siliguri, P.O. :-Siliguri
 District:-Darjeeling, WEST BENGAL, India,

Signature of Identifier with Date





(Dhruva 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 - 10539 of 2012
(Serial No. 10735 of 2012)

Identified By Arunava Dewanjee, son of Lte Ranesh Ch Dewanjee, Deshbandhupara, Thana:-Siliguri,
P.O. :-Siliguri ,District:-Darjeeling, WEST BENGAL, India, , By Caste: Hindu, By Profession: Business.

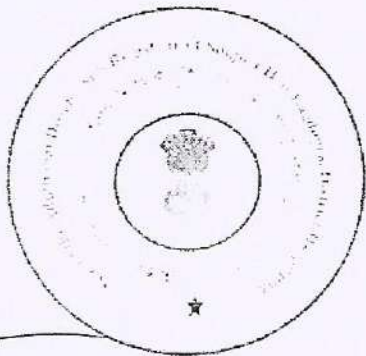
(Dhruba Dasgupta)
A.D.S.R. Siliguri-II at Bagdogra



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 47
Page from 556 to 571
being No 10539 for the year 2012.



Dhruba Dasgupta

(Dhruba Dasgupta) 11-December-2012
A.D.S.R. Siliguri-II at Bagdogra
Office of the A.D.S.R. BAGDOGRA
West Bengal