

2,0597

DEED OF SALE

SI. No. 2301

Date 22/01/2014

Sold to Unity Commosales Private Limited of Kolkata - 12

Rs Swf- (Rupees) Firethousand only

Dibyendu Ghosh
Stamp Vender
A.D.S.R. Bagdogra
L.No. 544/R.M

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CONVEYANCE: -

MOUZA - BARAMOHAN SINGH

P.S.- MATIGARA

**DISTRICT - DARJEELING** 

AREA: 29 DECIMAL

CONSIDERATION: Rs. 49,41,745/-

J.L NO. 71

PLOT NO. R.S. 679

L.R. 1200 and 1202

KHATIAN NO. R.S. 35/3

L.R. 1508

GRAM PANCHAYAT AREA

THIS INDENTURE MADE ON THIS THE

28 DAY OF JANUARY 2014

#### **BETWEEN**

UNITY COMMOSALES PRIVATE LIMITED, a Private Limited Company, Incorporated under the Companies Act 1956, having its registered office at 14, Weston Street, Kolkata-12 and represented by its Directors, (1) SRI HEMANT AGARWAL, son of Sri Binod Kumar Agarwal and (2) SRI BINOY AGARWAL, son of Sri Jagdish Prasad Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, No. 1 is Resident of Khalpara, P.O. & P.S. Siliguri, District Darjeeling and No. 2 is Resident of Church Road, Siliguri, P.O and P.S. Siliguri, District Darjeeling—hereinafter called the "PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to include its Directors, executors, successors, representatives administrators and assigns) of the ONE PART.

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AND

SMT SAKUNTALA SINHA (SINGHA), wife of Sri Purnadeb Singha, Hindu by Religion, Indian by Nationality, House-wife by Occupation, Resident of Baramohan Singh Jote, P.O. Kadamtala, P.S. Matigara, District Darjeeling - hereinafter called the "VENDOR" (which expression shall mean and include unless excluded by or repugnant to the context shall be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the OTHER PART. (PAN NO. BJAPS 7966P)

WHEREAS the abovenamed Vendor had purchased for valuable consideration land measuring 2.04 Acre from Late Mandala Singh by virtue of a registered Deed of Sale dated 09.02.1984, being Document No. I- 859 for the year 1984 and the same was registered in the Office of the Sub Registrar Siliguri, District Darjeeling and ever since then the Vendor is in exclusive, khas and peaceful possession of the said land without any act of hindrance or obstruction from any body having permanent heritable, transferable and marketable right, title and interest therein.

AND WHEREAS the Vendor being in need of money has offered for sale her land measuring 29 Decimal, out of the aforesaid land, for a total consideration of Rs. 49,41,745/- (Rupees Forty Nine Lacs Forty One Thousand Seven Hundred and Forty Five Only) and the said land is fully described in the Schedule below.

AND WHEREAS the Purchaser having learnt the intention of the Vendor, has agreed to purchase the above referred to land measuring 29 Decimal for a total consideration of Rs. 49,41,745/- (Rupees Forty Nine Lacs Forty One Thousand Seven Hundred and Forty Five Only) and the aforesaid land is fully described in the Schedule below.

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AND WHEREAS the abovenamed Vendor and the Purchaser had executed a Registered Agreement of Sale dt 07/12/2012 being Document No. I- 11485 for the year 2012 whereby the Vendor had agreed to sell and the Purchaser had agreed to Purchase land measuring 29 Decimals for a total consideration of Rs 49,41,745/- (Rupees Forty Nine Lacs Forty One Thousand Seven Hundred Forty Five Only) and the same was registered in the office of the Additional District Sub-Registrar Siliguri II at Bagdogra, District Darjeeling.

# NOW THIS INDENTURE WITNESSES AS FOLLOWS:-

That in pursuance of the said offer and acceptance and also in consideration of Rs 49,41,745/-(Rupees Forty Nine Lacs Forty One Thousand Seven Hundred Forty Five Only) paid by the Purchaser to the Vendor vide account payee Cheques, the receipt whereof the Vendor does hereby acknowledge and grants full discharge to the Purchaser from the payment thereof, the Vendor does hereby grant, assign, convey and transfer unto the Purchaser the aforesaid land as fully described in the Schedule below and also make over khas and peaceful possession thereof to the Purchaser together with all rights, including all liberties, privileges, easement, appendices, appurtenances whatsoever belonging to or in any manner appertaining thereto as absolute estate right, title and interest and unto and upon the land hereby conveyed, expressed or intended so to be TO HAVE AND TO HOLD the same subject to the payment of rents etc to the Superior Landlord the State of West Bengal.

And the Vendor does hereby covenant with the Purchaser that the right, title and interest in the land as fully described in the Schedule below and which the Vendor does hereby transfer subsist and the Vendor has good power and full authority to transfer the land hereby conveyed, expressed or intended so to be unto the Purchaser in the manner aforesaid.

ghaluntola Sinha

IT IS FURTHER DECLARED that there exist no charge, mortgage, attachment or any other encumbrances whatsoever upon the said land hereby transferred, expressed or intended so to be or any part thereof at the time of the execution of this Deed and in the event of discovery of any such charge, mortgage or attachment or any other encumbrances whatsoever, the Vendor shall be liable to compensate the Purchaser for the loss or injury that the Purchaser may sustain in consequence thereof.

THE VENDOR FURTHER DECLARES that if for any defect in title or any act done or suffered to be done in any way with respect to the scheduled land hereby conveyed, expressed or intended so to be by these presents, the Purchaser is deprived of possession or enjoyment of the aforesaid land or any part thereof the Vendor shall be liable to refund to the Purchaser full or proportionate part of the consideration money as the case may be and shall also be liable for adequate compensation for any loss or injury attending thereto to be sustained by the Purchaser.

THE VENDOR FURTHER DECLARES that the entire land forming subject matter of these presents is and was in the khas actual and physical possession of the Vendor on the date of these presents.

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#### SCHEDULE

All that piece or parcel of vacant agricultural land measuring 29 Decimal, situated in Mouza Baramohan Singh, appertaining to and forming part of Plot No. 679 (R.S.) L.R. 1200 (Area 13 Decimal) & L.R. 1202 (Area 16 Decimal), Recorded in Khatian No. 35/3 (R.S.) 1508 (L.R.), J.L. No. 71, within the jurisdiction of P.S. Matigara, Pargana Patharghata, District Darjeeling. The said land is situated within the limits of Gram Panchayat Area.

## The said land is bounded and butted as follows;-

North ... 14 feet wide kutcha road

South ... Land of Goutam Sinha (Singha)

East .... Sold land of Vendor

West ... Sold land of Vendor

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IN WITNESS WHEREOF the Vendor does hereunto set her hands on the day, month and year first above written.

#### **WITNESSES:-**

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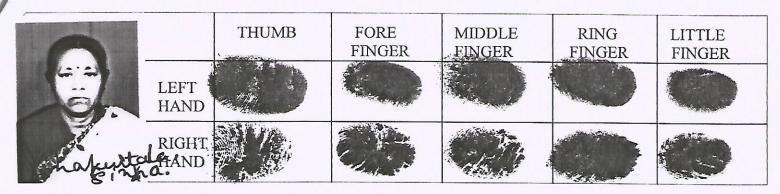
Shakuntola Sinha.

VENDOR

Drafted by me and Printed in my office:-

Manoj Agarwal

Advocate, Siliguri. Enrolment No. F-505/434/1997



Shakuntala Sinha.

Signature



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LEFT HAND					
RIGHT				**	

Signature

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RIGHT HAND					

Government of West Bengal

## partment 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. 04457 / 2014

ure of the Presentant

ne of the Presentant	Photo	Finger Print	Signature with date
akuntaia Sinha ( Singha ) Baramohan Singh Jote, Thana: Matigara, P.O. :-Kadamtala, District:-Darjeeling, WEST BENGAL, India,	20/05/2014	LTI 20/05/2014	Shakuntola Sizh 20.5.14

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

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Sakuntala Sinha (Singha) Address -Baramohan Singh Jote, Thana:-Matigara, P.O. :-Kadamtala, District:-Darjeeling, WEST BENGAL, India,	Self		LTI	S'hakuntola Si'nh
			20/05/2014	20/05/2014	

## Name of Identifier of above Person(s)

Shuvradip Kundu

Haiderpara, Thana: Bhaktinagar, P.O.:-Haiderpara,

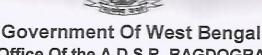
District: Jalpaiguri, WEST BENGAL, India,

Signature of Identifier with Date Shurnadip Kundu 20-05-2014

(Kaushik Ray) A.D.S.R. Siliguri-II at Bagdogra Office of the A.D.S.R. BAGDOGRA

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20/05/2014



## Office Of the A.D.S.R. BAGDOGRA District:-Darieeling

Endorsement For Deed Number: I - 05947 of 2014 (Serial No. 04457 of 2014 and Query No. 0403L000009597 of 2014)

#### On 20/05/2014

#### Payment of Fees:

Amount By Cash

Rs. 27181.00/-, on 20/05/2014

(Under Article: A(1) = 27181/- on 20/05/2014)

#### 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.-74,12,632/-

Certified that the required stamp duty of this document is Rs.- 10 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

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

Presented for registration at 12.28 hrs on :20/05/2014, at the Office of the A.D.S.R. BAGDOGRA by Sakuntala Sinha (Singha), Executant.

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

Execution is admitted on 20/05/2014 by

1. Sakuntala Sinha (Singha), wife of Sri Purnadeb Singha, Baramohan Singh Jote, Thana:-Matigara, P.O. :-Kadamtala, District:-Darjeeling, WEST BENGAL, India, , By Caste Hindu, By Profession : House wife

Identified By Shuvradip Kundu, son of Sri S Kundu, Haiderpara, Thana:-Bhaktinagar, P.O. :-Haiderpara, District:-Jalpaiguri, WEST BENGAL, India, , By Caste: Hindu, By Profession: Business.

> (Kaushik Ray) A.D.S.R. Siliguri-II at Bagdogra

#### On 21/07/2014

## 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/-

> (Kaushik Ray) A.D.S.R. Siliguri-II at Bagdogra

> > ( Kaushik Ray )

A.D.S.R. Siliguri-II at Bagdogra

**EndorsementPage 1 of 1** 

## z of Registration under section 60 and Rule 69.

/stered in Book - I ✓ Volume number 17 ✓age from 1918 to 1929 being No 05947 for the year 2014.



(Kaushik Ray) 22-July-2014 A.D.S.R. Siliguri-II at Bagdogra Office of the A.D.S.R. BAGDOGRA West Bengal