

2195/18

T-2139/18



अन्तिमवर्जा पश्चिम बंगाल WEST BENGAL

D 177473

26/03/2018  
 04:30 P.M.  
 458090/248  
 M.K. Rs 70,00,000/-

BALAJEE DEVELOPERS  
*Balajee Developers*  
 Partner

BALAJEE DEVELOPERS  
*Balajee Developers*  
 Partner

*Amita Lakshmi*

Visit Commission Case No. 622/18

### DEED OF SALE



Certified that the Document is an administrative  
 Registration and the Signature Sheet and  
 the Endorsement Sheet attached to this  
 document are part of this Document

*[Signature]*  
 Addl. District Sub-Registrar  
 Bhakti Nagar, Jalpaiguri



**NON JUDICIAL STAMP**

No. 1241 Date 15/03/18

Sole Proprietor Promoters Pvt. Ltd

of ... l. S. Bhaktinagar, Dist. Jalpaiguri

Value Rs. 5000/-

*Mishra Minam*



1028

BALAJEE DEVELOPERS

*Mishra Minam*

Partner

S. Roy.  
(Sudhansu Saran Roy)  
Govt. Stamp Vender  
L. No. 173/R.M.  
Siliguri Court



1029

BALAJEE DEVELOPERS

*Kanooch B.*

Partner



1030

BALAJEE DEVELOPERS

*Anil Kumar Lakhotia*

Partner

Addl. Dist. Sub-Registrar  
Bhakti Nagar, Dist. Jalpaiguri

26 MAR 2018

*Sabarna Sanjiv  
3/0 Lake S/S Shilpa  
Senth Bhovadav  
PO. PS. Siliguri  
Dist. Jalpaiguri*



: 2 :

CONVEYANCE :-

THIS INDENTURE MADE ON THIS THE  
26<sup>th</sup> DAY OF MARCH ..... 2018

MOUZA - DABGRAM

P.S.- BHAKTINAGAR

DISTRICT - JALPAIGURI

AREA : 5 KATHAS

CONSIDERATION: Rs. 70,00,000/-

J.L NO. 2

R.S SHEET NO. 6

R.S PLOT NO. 102 (PT)

R.S. KHATA NO. 449

WITHIN SILIGURI MUNICIPAL CORPORATION AREA.

**BETWEEN**

**BISWAKARMA PROMOTERS PRIVATE LIMITED**, a Private Limited Company, incorporated under the Companies Act, 1956, having Certificate of Incorporation No.U45400WB2008PTC130639, having its Registered office at Jyotinagar, P.O. Sevoke Road & P.S. Bhaktinagar, in the District of Jalpaiguri, represented by its Director, **SRI SANJAY KUMAR GARG**, son of Late Khusiram Garg, Hindu by Religion, Indian by Nationality, Business by Occupation - 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". (PAN: AADCB6841L).

AND



: 3 :

**BALAJEE DEVELOPERS**, a Partnership Firm, having its office at Dr. Kalinath Road, P.O. & P.S.- Siliguri, District-Darjeeling, in the State of West Bengal, represented by three of its **Partners**, **1. SRI KISHAN MIMANI, son of Late Bhairudan Mimani**, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Jorethang, P.O. & P.S Jorethang District South Sikkim, **2. RAMESH BAJLA & SONS, A HUF FIRM, represented by its Karta Sri Ramesh Bajla**, son of Late Chouthmal Bajla, Hindu by Religion, Indian by Nationality, Business by Occupation. Resident of Babapara, P.O.& P.S. Siliguri, District Darjeeling and **3. SMT AMITA LAKHOTIA, wife of Sri Pradip Lakhotia**, Hindu by Religion, Indian by Nationality. Business by Occupation, Resident of at Dr. Kalinath Road, P.O. & P.S. Siliguri, District Darjeeling - Hereinafter called the "**ENDORSE**" (Which name and expression shall unless otherwise expressed or is excluded by or repugnant to the subject or context, be deemed to mean and include all Partners, office-bearers, successors-in-office, representatives and assigns) of the "**OTHER PART**". (PAN NO. AAHFB3125G)

AND WHEREAS 1. Sri Narendra Kusarye, 2. Sri Amarendra Kusarye, 3. Sri Dharendra Kusarye, 4. Sri Birendra Kusarye, 5. Sri Sailendra Kusarye, and 6. Sri Surendra Kusarye, all sons of Late Raj Kumar Kusarye were the recorded owner in possession of all that piece or parcel of land measuring 7.02 acres comprised in Plot No.102, recorded in Khatian No. 449, situated in Mouza Dabgram, J.L. No.2, Sheet No.6, Pargana Baikunthapur, in the District of Jalpaiguri.

AND WHEREAS the abovenamed Sri Narenra Kusarye & five others, died intestate leaving behind Sri Samir Kumar Kusari & others, as their only legal heirs and successors as per the provisions of Hindu Succession Act. Accordingly, by virtue of law of inheritance Sri Samir Kumar Kusari & others, became the sole, absolute and exclusive owners of the aforesaid land measuring 7.02 acres, having permanent, heritable and transferable, right, title and interest therein, free from all encumbrances and charges whatsoever and same was also mutated in their names in the record of rights, in the office of B.L & L.R.G Rajganj, vide mutation Case Nos. IX-II/166(R)/2000-2001 to IX-II/170 (R)/2000-2001, both dated 05.01.2001.



*Mishra*

*Samir K.*

*Amrita*

: 4 :

AND WHEREAS Sri Samir Kumar Kusari & others, thereafter had transferred land measuring 2 Bighas 16 Kathas 14 Chattak unto and in favour of Classic Endeavour Pvt. Ltd., by virtue of a Registered Deed of Conveyance, dated 20.12.2002, being Document No. I-5893 for the year 2002 and the same was registered in the Office of the District Sub-Registrar Jalpaiguri, in the District of Jalpaiguri.

WHEREAS the abovenamed Classic Endeavour Pvt. Ltd., thereafter had transferred land measuring 2 Bighas 16 Kathas 6 Chattak and 25 sq.ft in favour of Balajee Developers, a Partnership Firm, by virtue of a Registered Deed of Conveyance, dated 21.06.2004, being Document No. I-679 for the year 2005 and the same was registered in the Office of the Sub-Registrar Rajganj, in the District of Jalpaiguri.

AND WHEREAS in the manner aforesaid the abovenamed Vendor became the owner of aforesaid land measuring 2 Bighas 16 Kathas 6 Chattak and 25 sq.ft and ever since then the Vendor is in exclusive, khas and peaceful possession of the aforesaid 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 abovenamed Vendor being desirous of constructing a multi storeyed building on the said land, got a LUCC and a sanctioned building plan approved in its name.

AND WHEREAS the Vendor being in being in need of fund for investing the same in some lucrative business has offered for sale its land measuring 5 Kathas out of the aforesaid land, for a total consideration of Rs. 70,00,000/- (Rupees Seventy Lacs Only) together with the LUCC and a sanctioned building plan approved in its name and the aforesaid land is fully described in the Schedule below.



*Mahesh Kumar*

*Somnath Chakraborty*

*Ananta Chakraborty*

: 5 :

AND WHEREAS the Purchaser having learnt the intention of the Vendor to sell the aforesaid land fully described in the Schedule below approached the Vendor and offered to purchase the above referred to land measuring 5 Kathas for a total consideration of Rs. 70,00,000/- (Rupees Seventy Lacs Only) and the aforesaid land is fully described in the Schedule below.

**NOW THIS INDENTURE WITNESSES AS FOLLOWS :-**

That in pursuance of the said offer and acceptance and also in consideration of Rs. 70,00,000/- (Rupees Seventy Lacs Only) paid by the Purchaser to the Vendor, 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 makes over khas and peaceful possession thereof to the Purchaser together with all rights, including all liberties, privileges, easement, 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.

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.



*Mohit Kumar*

*Prakash Saha*

*Anita Chakrabarti*

: 6 :

THE VENDOR FURTHER DECLARE 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, together with interest at the rate of 12 % per annum from the date of dispossession or deprivation and shall also be liable for adequate compensation for any loss or injury attending thereto to be sustained by the Purchaser.

THE VENDOR FURTHER DECLARE 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.

**SCHEDULE**

✓ All that piece or parcel of vacant homestead land measuring 5 Kathas, appertains to and forms part of R.S Plot No. 102 (P), Recorded in R.S. Khatian No. 449 situated at Sevoke Road bye lane, Road Zone: (payel Cinema Hall ---Check Post ), in Mouza Dabgram, J.L. No. 2, R.S. Sheet No. 6, within the jurisdiction of P.S. Bhaktinagar, Pargana Baikunthapur, District Jalpaiguri. The said land is situated within the limits of Siliguri Municipal Corporation Area.

The Said Land is bounded and butted as follows :-

- North ... Sold land of Classic Endeavour Pvt. Ltd.
- South ... 30 ft wide Road
- East ... Land of Purchaser
- West ... 30 Feet wide Road



: 7 :

IN WITNESS WHEREOF, the Partners of the Vendor does hereunto set their respective hands on the day, month and year first above written

WITNESSES:-

1. Subrata Kumar  
Plot No. 12, Siliguri  
Sector No. 1, District Siliguri  
P.O. S. Siliguri  
D.T. : Darjeeling

2. Manoj Aggarwal  
Surjaligara  
Siliguri

Partner  
*[Signature]*  
Partner

*[Signature]*

*[Signature]*

VENDOR


Drafted by me and Printed in my office :-

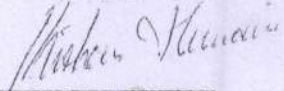
*[Signature]*





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

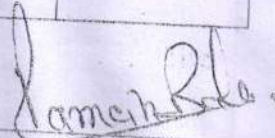













FINGERPRINT SHEET


		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
 <i>Mukesh Khanna</i>	Left Hand					
	Right Hand					

  
 Signature Partner

		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
 <i>Jaman Bala</i>	Left Hand					
	Right Hand					

  
 Signature

		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
 <i>Anita Lakhotia</i>	Left Hand					
	Right Hand					

  
 Signature





Sayyid

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

Sayyid

Signature

	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
PHOTO					
LEFT HAND					
RIGHT HAND					

Signature



आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

BALAJEE DEVELOPERS

08/04/2004  
Permanent Account Number:  
**AAHFB3125G**

Signature



*Michael Kinnear*  
Partner





आयकर विभाग  
INCOME TAX DEPARTMENT  
KISHAN KUMAR MIMANI  
BHERUDAN MIMANI  
07/01/1958  
Permitted Account Number  
BGPEM1376E  
Signature  
भारत सरकार  
GOVT OF INDIA  
2182010

*Kishan Mimani*



स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER  
AADHR0270G



नाम /NAME  
RAMESH BAJLA & SONS

निगमन/बनाने की तिथि /DATE OF INCORPORATION/FORMATION

19-09-1992

*RBS*

आयकर आयुक्त, प. नं.-XI

COMMISSIONER OF INCOME-TAX, W.B. - XI

For

*Ramesh Bajla*

इस कार्ड के लो / गिल जाने पर, कृपया जारी करने  
वाले प्राधिकारी को सूचित / वापस कर दें  
संयुक्त आयकर आयुक्त(प्रवृत्ति एवं तकनीकी),  
पी-7,  
चौरंगी चौक,  
कलकत्ता - 700 069.

In case this card is lost/found, kindly inform/return to  
the issuing authority :  
Joint Commissioner of Income-tax(Systems & Technical),  
P-7,  
Chowringhee Square,  
Calcutta- 700 069.

For

*Ramesh Bajla*  
Karta



*[Handwritten signature]*

COMMISSIONER OF INCOME TAX, W.B. II	
MAY 2010	
EXPIRY / SIGNATURE	
03-08-1959	<i>[Signature]</i>
DATE (M) / DATE OF BIRTH	
CHOUTH MAL BAJLA	
FATHER'S NAME	
RAMESH BAJLA	
NAME	
ACVPB7475M	
PERMANENT ACCOUNT NUMBER	

*[Emblem of India]*



आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

AMITA LAKHOTIA  
KANAIYA LAL SOMANI

20/01/1961  
Permanent Account Number

AAWPL1502A

*Amita Lakhotia*  
Signature



153172013

*Amita Lakhotia*



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT OF INDIA

BISWAKARMA PROMOTERS PRIVATE  
LIMITED



18/11/2008

Permanent Account Number

AADC8881L

2702008



PERMANENT ACCOUNT NUMBER

ADBP311120



NAME

SANJAY KUMAR GARG

FATHER'S NAME

KHUSIRAM AGARWAL

DATE OF BIRTH

06-07-1975

SIGNATURE

*Sanjay Garg*

*[Handwritten Signature]*

SECRETARY, I.T.D. II

COMMISSIONER OF INCOME TAX - WB - II