

U.K. Chauhan

AND

SRI ASHOK SARAF, (PAN : AKJPS3734Q), son of Bal Kishan Saraf, by faith - Hindu, by occupation - Business, residing at Mohanbat, P.O. & P.S. Raiganj, District - Uttar Dinajpur, Pin- 733134, WB, hereinafter called and referred to as the **VENDOR/FIRST PARTY** (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives, nominees and assigns) being the party of the **FIRST PARTY**.

BETWEEN

(THOUSAND NINETEEN) of the Christian Era,

THIS INDENTURE is made this **8th** day of **May** 2019 **(TWO)**

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Ashok Saraf.

IMPROVE TRADERS PVT. LTD.
Byjay Sekarthy
DIRECTOR

U.K. Ghosh

WHEREAS by a deed of sale 06.10.1982, registered at the office of the Registrar of Raiganj and duly recorded in Book no.- 1, Being No.- 12807, for the year 1982, one Smt. Mena Joshi wife of Sri Rameswar Joshi, of Mohanbat, P.S. Raiganj, District - West Dinajpur, therein described as the Vendor of the

or - interest and assigns) of the **SECOND PART**.

context be deemed to mean and include its successor or successors - in - office term of expression shall unless excluded by or repugnant to the subject or 734005, WB, hereinafter called and referred to as the "**PURCHASER**" (which Burdwan Road, Ward No.-9, P.O. & P.S. - Silihuri, District - Darjeeling, Pin - Choudhary, by faith Hindu, by occupation - Business, residing at 267, **BIJAY CHOUDHARY** (PAN No. ACDPC0991P), son of Late Nandalal Darjeeling, Pin- 734005, WB, being represented by one of its Director **SRI** its registered office at 267, Burdwan Road, P.O. & P.S. - Silihuri, District - a private limited company, having CIN - U51109WB2007PTC118422, having **IMPROVE TRADERS PRIVATE LIMITED**, (PAN: AABC18070N),

Ashok Samf

IMPROVE TRADERS PVT LTD.
Bijoy Samant
DIRECTOR

U.K. Chakr.

AND WHEREAS by virtue of an agreement dated 08.02.1983, registered at the office of the Registrar of Raiganj and duly recorded in Book no.- 1, Being No.- 5081, for the year 1983, one Smt. Mena Joshi wife of Sri Rameswar Joshi, of Mohanbat, P.S. Raiganj, District - West Dinajpur, therein described as the first party of the one part, Smt Marmata Bhattacharya, wife of Sri Gayamranjan Bhattacharya, therein described as the second party of the second part and Sri

morefully and particularly described in the schedule written therein. No.- 152, Touzi No.- 426/912, Khatian No.- 162/1, Dag No.- 344, P.S. Raiganj, in the District of Paschim Dinajpur, at present Uttar Dinajpur, equivalent to **1937** Sft more or less lying and situated at Mouza- Barua, J.L. measuring about **2** (Two) Cottahs **11** (Eleven) Chittacks more or less is granted, sold, transferred and conveyed All that piece and parcel of land other part, said vendor for the valuable consideration mentioned therein Raiganj, District - West Dinajpur, therein described as the purchaser of the one part and Sri Ashok Saraf, son of Bal Kishan Saraf, of Mohanbat, P.S.

Ashok Saraf.

IMPROVE TRADERS PVT LTD.
Bity Momeny
DIRECTOR

U.K. Class.

WHEREAS by a deed of gift dated 02.03.2001, registered at the office of

morefully and particularly described in the schedule written therein.
P.S. Raiganj, in the District of Paschim Dinaipur at present Uttar Dinaipur,
Barua, J.L. No.- 152, Touzi No.- 426/912, Khatan No.- 162/1, Dag No.- 344,
western side of a plot of land i.e more or less **427.5** Sft more or less at Mouza-
house of Smt Mamata Bahattacharjee and leading through eastern side to
5 (five) feet wide passage length of 85'-6" situated on the northern side of the
second party and third party for use commonly with the first party in respect of
and egress of drainage water, so that the first party has agreed to allow to the
party, but in the said plots of land there are no drainage system for ingress
party and third party already purchased some plots of lands from the first
party of the third part, all the parties of the said agreement agreed that second
Paschim Dinaipur at present Uttar Dinaipur, therein described as the third
Ashok Saraf, son of Bal Kishan Saraf of Mohanbati, P.S. Raiganj, District -

Ashok Saraf.

INDIA
BY *Byjay Manoj*
DIRECTOR

U.K. Chowdhury

AND WHEREAS by a deed of gift dated 07.03.2001, registered at the

morefully and particularly described in the schedule written therein,
at P.S. Raiganj, in the District of West Dinajpur at present Uttar Dinajpur,
No.- 165, dag No.- 342 an area of land measuring about 1062 Sft more or less
an area of bastu land measuring about 638 Sft more or less, and in Khatian
Barua, J.L. No.- 152, Touzi No.- 426/912, Khatian No.- 162/1, in dag No.- 344
structure 638 sft more or less standing thereupon lying and situated at Mouza-
of land measuring about **1700** Sft. More or less together with tin shed
of natural love and affection thereby gifted, conveyed All that piece and parcel
West Dinajpur, therein described as the donee of the other part, said donor out
Ashok Saraf, son of Bal Kishan Saraf, of Mohanbati , P.S. Raiganj, District -
District - Uttar Dinajpur, therein described as the donor of the one part and Sri
one Smt Gigi Debi, wife of Late Nagarnal Saraf, of Mohanbati, P.S. Raiganj,
the Registrar of Raiganj and duly recorded Being No.- 6766, for the year 2001,

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Ashok Saraf.

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Bijoy Choudhury
DIRECTOR

U.K. Ghosh

office of the Registrar of Raiganj and duly recorded Being No.- 6767, for the year 2001, one Smt Gigi Debi, wife of Late Nagarmal Saraf, of Mohanbati, P.S. Raiganj, District - Uttar Dinajpur, therein described as the donor of the one part and Sri Ashok Saraf, son of Bal Kishan Saraf, of Mohanbati, P.S. Raiganj, District - West Dinajpur, therein described as the donee of the other part, said donor out of natural love and affection thereby gifted, conveyed All that piece and parcel of land measuring about **2006** Sft. More or less together with structure standing thereupon lying and situated at Mouza- Barua, J.L. No.- 152, Touzi No.- 426/912, Khatian No.- 162/1, dag No.- 344 an area of bastu land measuring about 408 Sft more or less, and in Khatian No.- 165, dag No.- 342 an area of land measuring about 1598 Sft more or less at P.S. Raiganj, in the District of West Dinajpur at present Uttar Dinajpur, morefully and particularly described in the schedule written therein.

AND WHEREAS by a deed of gift dated 08.03.2001, registered at the office of the Registrar of Raiganj and duly recorded Being No.- 6768, for the

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Ashok Saraf.

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Bijoy Choudhury
DIRECTOR

year 2001, one Smt Gigi Debi, wife of Late Nagarmal Saraf, of Mohanbati, P.S. Raiganj, District - Uttar Dinajpur, therein described as the donor of the one part and Sri Ashok Saraf, son of Bal Kishan Saraf, of Mohanbati, P.S. Raiganj, District - West Dinajpur, therein described as the donee of the other part, said donor out of natural love and affection thereby gifted, conveyed All that piece and parcel of land measuring about **1350** Sft. More or less together with tin shed structure standing thereupon having covered area of 726 sft more or less lying and situated at Mouza- Barua, J.L. No.- 152, Touzi No.- 426/912, Khatian No.- 165, dag No.- 343 an area of bastu land measuring about 459 Sft more or less, in Khatian No.- 162/1, Dag No.- 344 an area of land measuring about 726 Sft more or less and in Khatian No.- 165, dag No.- 342 an area of land measuring about 165 Sft more or less at P.S. Raiganj, in the District of West Dinajpur at present Uttar Dinajpur, morefully and particularly described in the schedule written therein.

U.K. Ghosh

Ashok Saraf.

IMPROVE TRADERS PVT. LTD.
Bijoy Choudhury
DIRECTOR

U. K. Chakr.

measuring about **6993** Sft is equivalent to 9 Cottahs 11 Chittacks 16 Sft more

AND WHEREAS during peaceful possession of the aforesaid area of land

charges in any manner whatsoever.

L.R. Dag No.- 2894, and also possessed thereof free from all encumbrances and

concerned B.L. & L.R.O and the same was recorded as L.R. Khatian No.- 1846,

N.S. Road, Ward No.- 22, and also mutated his name in the records of

Raiganj Municipality and the same was recorded as Holding No.- 286A/261

about 427.5 sft i.e 142.5 Sft and also mutated his name in the records of

more or less and also common user right of 1/3rd share of passage measuring

land measuring about **6993** Sft is equivalent to 9 Cottahs 11 Chittacks 16 Sft

Sft more or less, **2006** Sft more or less & **1350** Sft more or less total area of

Cottah **11** Chittacks more or less is equivalent to **1937** Sft more or less, **1700**

the sole and absolute owner of the aforesaid area of land measuring about **2**

an agreement and three separate deed of gift said Ashok Saraf is now became

AND WHEREAS after execution and registration of said a deed of sale,

Ashok Saraf.

IMPROVE TRADERS PVT LTD.
by *Uday Chand*
DIRECTOR

U-K. Chow,

AND WHEREAS the Vendor has agreed to sell all that piece and parcel of Bastu land containing an area of **4198.25** Sft more or less is equivalent to 5 Cottahs 13 Chittacks 13 Sft more or less (comprising of 1937 Sft in LR Dag no. 2897 and 2261.25 Sft in LR Dag no. 2894) together with common user right of

AND WHEREAS thereafter the vendor herein has become the sole and absolute owner of remaining area of land measuring about **4198.25 Sft** more or less is equivalent to 5 Cottahs 13 Chittacks 13 Sft more or less i.e. 9.621 decimals more or less together with common user right of 1/3rd share of passage measuring about 427.5 sft i.e 142.5 Sft and also seized, possessed thereof free from all encumbrances and charges in any manner whatsoever.

or less the vendor herein for his better enjoyment of the said property has by a deed of exchange dated 03.05.2019 exchanged All that land measuring about 2792.75 Sft more or less out of total area of land measuring about 6993 sft more or less against equivalent area of land of his neighbor Smt Chandana Bhowmik.

Ashok Sanoj.

IMPROVE TRADERS PVT. LTD.
by *anandya*
DIRECTOR

AND WHEREAS the Purchaser herein after obtaining such information of Sale/Transfer of the schedule referred property made a proposal to the Vendor herein to purchase the same and for which the Vendor and the purchaser verbally discussed over the issue and accordingly the Purchaser agreed to Purchase all that piece and parcel of Bastu land containing an area of **4198.25** Sft more or less is equivalent to 5 Cottahs 13 Chittacks 13 Sft more

U.K. Chowdhary

Hundred Nine) only.

Rs.83,96,509/- (Rupees Eighty Three lacs Ninety Six Thousand Five below free from all encumbrances at or for a total consideration of P.S. - Raiganj, in the District of Uttar Dinajpur, described in the schedule Holding No.- 286A/261, N.S. Road, within the limits of Raiganj Municipality, Khatan No.- 1846, within the limits of Raiganj Municipality, ward No.- 22, situated at Mouza- Barua, J.L. No.- 152, L.R. Dag No. - 2894 & 2897, L.R. 1/3rd share of passage measuring about 427.5 sft i.e 142.5 Sq.ft. lying and

Astori Sanof.

IMPROVE TRADING PVT LTD.
Bijoy Chandra
DIRECTOR

U.K. Chauhan

In pursuance of said agreement and in consideration of the sum of **Rs. 83,96,509/- (Rupees Eighty three lacs ninety six thousand five hundred nine)** only duly paid by the Purchaser to the vendor before execution of this deed of conveyance, the receipt whereof the vendor hereby admit and acknowledge and of and from the same or every part thereof forever acquit,

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

or less together with common user right of 1/3rd share of passage measuring about 427.5 sft i.e 142.5 Sft lying and situated at Mouza- Barua, J.L. No.- 152, L.R. Dag No. - 2894, 2897, L.R. Khatian No.- 1846, within the limits of Raiganj Municipality, ward No.- 22, Holding No.- 286A/261, N.S. Road, P.S. - Raiganj, in the District of Uttar Dinajpur, at or for a total sum of **Rs. 83,96,509/- (Rupees Eighty Three Lacs Ninety Six Thousand Five Hundred Nine)** only free from all sorts of encumbrances and charges thereof in any manner whatsoever.

Ashok Sonof.

IMPROVE TRADERS PVT LTD.
By: [Signature]
DIRECTOR

U.Y. Chauhan

release and discharge the Purchaser as also every portion of the demised plot of land free from all encumbrances and charges the Vendor hereby grant, sell, convey transfer assign and assure **All that** parcel and parcel of Bastu land containing an area of **4198.25** Sft more or less is equivalent to 5 Cottahs 13 Chittacks 13 Sft more or less together with common user right of 1/3rd share of passage measuring about 427.5 sft i.e 142.5 Sft lying and situated at Mouza-Barua, J.L. No.- 152, L.R. Dag No. - 2894,2897, L.R. Khatan No.- 1846, within the limits of Raigany Municipality, ward No.- 22, Holding No.- 286A/261, N.S. Road, P.S. - Raigany, in the District of Uttar Dinajpur, morefully and particularly described in the schedule hereunder written and hereinafter referred to as "the said land" OR HOWSOEVER OTHERWISE said land and every part thereof now are or is hereto before were or was situated butted and bounded called known numbered described distinguished TOGETHER WITH all rights, liberties, title, interest, easements, privileges, appurtenances and appendages whatsoever or the said land or any and every part thereof belonging to or in any way, appertaining to or usually hold, used, occupied or

Aslak Senaf.

IMPROVE TRADERS PVT. LTD.
by *U.Y. Chauhan*
DIRECTOR

U.K. Glass,

encumbrances whatsoever.
appurtenances unto the Purchaser absolutely and forever, free from all
conveyed and assigned or expressed or intended so to be with the
equity TO HAVE AND TO HOLD the said property, hereby granted, transferred,
the Vendor and procure the same without any action or suit either in law or in
possession, power of control of the Vendor or any other person or persons from
concerning the said property which now are or hereafter shall or may be in
thereof and all other evidence of title whatsoever in any way relating to or
demand whatsoever, of the Vendor unto and upon the said land and every part
rights, liberties, title, interest, inheritance, use, possession, property, claim and
rents, issues, profits thereof and all other legal incidents thereof all the estate,
enjoyed therewith or reputed to belong or be appurtenant thereto and the

Ashok Sonof.

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by *Sanjay*
DIRECTOR

Unit. Class.

II) THAT notwithstanding any such act, deed or thing whatsoever aforesaid, the Vendor now has good right, full lawful and absolute authority and indefeasible title to grant, convey, transfer and assign the said property hereby granted, conveyed, transferred and assigned or expressed or intended so to be with the appurtenances unto and to

I) THAT notwithstanding any act, deed, matter or thing whatsoever by the Vendor herein or his predecessor in title or any of them done executed or knowingly suffered to the contrary, the Vendor fully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land hereby granted and conveyed or expressed or intended so to be for a perfect indefeasible estate or inheritance without any manner or condition, use, trust or other thing whatsoever to alter or make void the same; and

THE VENDOR HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:-

Aster Sanof.

IMPROVE TRADERS PVT. LTD.
byjy suandy
DIRECTOR

U.K. clause

IV) THAT free and clear, freely and clearly and absolutely acquitted exonerated and released or otherwise by and at the costs and expenses of the Vendor well and sufficiently saved defended kept harmless and other estate rights, title, claim, mortgage, charge, lien, independence and attachments whatsoever; and

III) THAT the Purchaser shall and may from time to time and at all times hereafter peaceably and quietly hold, occupy, possess and enjoy the said land hereby granted, conveyed, transferred and assigned and received and take rents, issues and profits thereof for her absolute use and benefit without any lawful hindrance, interruption, disturbance or any person eviction or demand whatsoever from or by the Vendor or any person or persons whatsoever; and

the use of the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents; and

Ashok Kumar

IMPROVE TRADERS PVT. LTD.
Bijoy Anand
DIRECTOR

U-4 - Elavak

(VI) THAT the said property or any or every part thereof is not attached in any proceeding or under any provision of Public demand Recovery act or otherwise and no steps taken in execution of any certificate at the

and

Purchaser in the manner aforesaid as may be reasonably required; so to be and every part thereof unto and to the use of the said granted, conveyed, transferred and assigned or expressed or intended further better and more perfectly assuring the said property hereby done all such acts, deeds, assurances and things whatsoever for and costs of the Purchaser do and execute or cause to be executed or shall and will from time to time and all times hereafter the requests trust for the Vendor and/or his predecessor-in-title or any of them upon the said property or any and every part thereof from, under or in equitably claiming any estate, right, title or interest whatsoever into or (V) THAT further the Vendor and all person having or lawfully or

Ashok Sanyal

IMPROVE TRADERS PVT. LTD.
By: Sanyal
DIRECTOR

U.K. Clerk

(IX) THAT the Purchaser and all person claiming through or under his has undisputed and all manner of rights through or over the said property and all other rights of easements at law and in equity; and

(VIII) THAT the Vendor has not yet received any notice of requisition or acquisition of the property described in the schedule below and the said property has been affected by any scheme of road alignment or for any other purposes; and

(VII) THAT no notice issued under the Public demands recovery Act, has been served on the Vendor nor any such notice has been published; and

instance of Income Tax and or Wealth Tax and or Estate Duty Authorities, and

Ashok Sanyal

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Bijoy Sanyal
DIRECTOR

U.K. Ghosh

of this deed of conveyance absolutely and forever;
as full and absolute owner thereof and all rights, Purchaser by virtue
unto the Purchaser for the absolute use and benefits of the Purchaser
road/passagge leading to said land described in the schedule below
the deliver peaceful vacant possession of the said land and
XII) THAT simultaneously with the execution of this deed of conveyance,

Purchaser ; and

and premises hereby granted, transferred and conveyed to the
other legal authority affecting adversely the property hereditaments
property any attachment either before or after decree by any occur or
mortgage or trust, lien, lispence or any suit relating to the
Vendor or by the discovery of any charge, acquirable or otherwise
by the Purchaser by reason of any defect in title or possession of
indemnify the Purchaser against any loss or damage may be suffered
X) THAT the Vendor shall and will, at all times hereafter be bound to

Ashok Sanyal

IMPROVE TRADERS PVT. LTD.
Byjy Choudhary
DIRECTOR

U.K. Chauhan

XIII) AND FURTHER THAT the Purchaser shall be entitled to get its name mutate in the records of Municipal office, B.L.R.O office and/or recorded in any other Government records and shall obtain separate document/s of title in respect of the said land hereby transferred, sold and conveyed in the manner aforesaid AND THAT the Vendor shall and will make such affidavits and sign all papers and documents as may be necessary for the purpose of effecting mutation of the said

XII) THAT the Vendor doth hereby declare that the said property is free from all sorts of encumbrances whatsoever and he has good and marketable right title and interest over the said property, as described in the schedule hereto below; and

Ashok Senaf.

IMPROVE TRADERS PVT. LTD.
bijoy choudhary
DIRECTOR

U. N. Chawla

All that piece and parcel of Bastu land containing an area of **4198.25** Sft more or less (2261.25 Sft in LR dag no. 2894 and 1937 Sft in LR Dag no. 2897) is equivalent to 9.621 decimals more or less is equivalent to 5 Cottahs 13 Chittacks 13 Sft more or less together with common user right of 1/3rd

: THE SCHEDULE ABOVE REFERRED TO :

XIV) The VENDOR doth hereby declare and confirm that he has not hold any excess of land within the meaning of W.B. Land Reforms Act 1956 and also Urban Land (Ceiling & Regulation) Act 1976.

plots of land in favour of the Purchaser in the records at the office of the Block Land and Land Reforms and Collectorate and other Govt. Offices.

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Ashok Kumar

IMPROVE TRADERS PVT. LTD.
Bijoy Mondal
DIRECTOR

U.K. Ghosh

On the North : Land of Bikram Kr Saraf
On the South : Land of Bijaya Tater

bounded as follows: -

share of passage measuring about 427.5 sft i.e 142.5 Sft lying and situated at Mouza- Barua, J.L. No.- 152, L.R. Dag No. - 2894 & 2897, L.R. Khatian No.- 1846, within the limits of Raiganj Municipality, ward No.- 22, Holding No.- 286A/261, N.S. Road, P.S. - Raiganj, in the District of Uttar Dinajpur, TOGETHER WITH all sorts of rights, easements, privileges and appurtenances whatsoever belonging to or enjoyed therewith and appurtenant thereto total area of land as shown in the plan attached herewith and marked with RED colour border which shall be treated as part of this indenture and butted and

Ashok Saraf.

IMPROVE TRADERS PVT. LTD.
By *Byjoy monmaly*
DIRECTOR

Utpal Kanti Chakraborty
Vill-D/Gopal Para
L. ENO-89/R
Drafted by :

SIGNATURE OF THE PURCHASER

[Signature]
DIRECTOR

SIGNATURE OF THE VENDOR

Ashok Saraf

IMPROVE TRADERS PVT. LTD.

Vill-Karpan
Tapes Akhrot

1. Santoy Saraf
S/O Balakrishnan Saraf
P.S: Raiganj U/D
- 2.

in the presence of :-

SIGNED, SEALED AND DELIVERED

subscribed their hands the day, month and year first above written.

IN WITNESS WHEREOF the Vendor, and Purchaser have hereto unto set and

On the East	:	Land of S.Pal Gupta & Loknath Abasan
On the West	:	Land of Chandana Bhowmick & Rajkumari Saraf

Ashok Saraf
IMPROVE TRADERS PVT. LTD.
[Signature]
DIRECTOR

U. V. Chauhan

SIGNATURE OF THE VENDOR

Aslak Sanyal

Will - Receipt

Tapas Sanyal

- 1. Sonjay Sanyal
- s/o Balakrishna Sanyal
- Rs. Raiganj, U/D
- 2.

WITNESSES

(Rupees Eighty three lacs twelve thousand five hundred forty three) only after deduction of TDS for Rs. 83,966/- only.

Siliguri for Rs. 83,12,543.00

Paid by way of Demand Draft no. 007340 dated 07.05.2019 on HDFC Bank,

MEMO OF CONSIDERATION

Vendor as total consideration money as per memo below:

hundred nine) only (deduction of TDS to be made for Rs. 83,966/-) by the

Rs. 83,96,509/- (Rupees Eighty three lacs ninety six thousand five

RECEIVED of and from the within named Purchaser within mentioned sum of

Aslak Sanyal

IMPROVE TRADERS PVT. LTD.
Bijoy Choudhary
DIRECTOR