

st-2057/2008

I 1726 dt 28/4/08



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

081612

BY THE
HANDS OF
SIGNARIES ON
SHEETS, IT IS
ARE THE POWER
ADDITIONAL REGISTRAR
CALCUTTA
26/4/08

Shree Munda
Anshu Munda

DEED OF CONVEYANCE

THIS INDENTURE MADE THIS THE
25th DAY OF APRIL 2008 (TWO
THOUSAND EIGHT).

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304/08

Am. to 9 Am. to 2

Amite Mandra.
Amite Mandra

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Value Assessed by the Registering Authority for the
Purpose of Rs. 22,62,613/- ✓

TOTAL CONSIDERATION	:	RS. 9,00,000/-
AREA OF LAND	:	80 DECIMAL
MOUZA	:	KALARAM
PARAGANA	:	PATHARGHATA
POLICE STATION	:	PHANSIDEWA
DSTRIC	:	DARJEELING
KHATIAN NO.R.S.	:	2/1, 2/3, 2/5 & 2/7
PLOT NO.R.S.	:	9
J. L. NO.	:	76

Cont.P/3

Ajaye Mundra.
Anita Mundra

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B E T W E E N

- 1) SMT ANITA MUNDRA W/o Sri Ajay Mundra,
- 2) SMT AMITA MUNDRA W/o Sri Deepak Mundra,

Both are Hindu by religion, Indian By Nationality, Housewife by profession, Resident at P.O. Deorali bazar, P.S. Deorali, District East-Sikkim in the state of Sikkim --- hereinafter jointly and collectively called the **FIRST PARTY/VENDORS** (which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, successors, administrators, representatives and assigns) of the **ONE PART.**

A N D

K.T. PROJECTS PRIVATE LIMITED a Private Limited company registered under Sikkim companies Act bearing certificate of Incorporation No. 717 Dated 7.10.2004 having its registered Office at Jorethang Bazar, P.O. & P.S. Jorethang, South Sikkim in the state of Sikkim --- hereinafter called **SECOND PARTY/PURCHASER** (which expression shall mean and include unless excluded by or repugnant to the context its office bearers, executors, successors, administrators, representatives and assigns) of the **OTHER PART** represented by one of its director **SRI RATAN KUMAR GOEL** S/o Late Balmukund Goel, Hindu by religion, Indian by Nationality, Director of the above named Company by profession, resident of Jorethang Bazar, Jorethang, South Sikkim in the state of Sikkim.

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Anita Mundra.

Anita Mundra

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I)

AND WHEREAS one **SMT PURNIMA THAPA** acquired a piece and parcel of Land measuring 1.30 acre appertaining to and forming part of Plot No.9 (OLD)143 and 144 (New) recorded in Khatian No. - OLD 2/1, 2/3, 2/5, 2/7 NEW 17/1, 224/1, 16/3 of Mouza = Kalaram by virtue of a Deed of Conveyance executed by **INDRA BAHADUR CHHETRI, HIRALAL CHHETRI** and **ARJUN CHHETRI** and registered at the office of the Additional District Sub-Registrar at Siliguri and recorded in Book No. I, being document No. 4598 for the year 1989.

AND WHEREAS vendor NO. 1 **SMT ANITA MUNDRA** acquired a piece and parcel of Land measuring 1.30 acre appertaining to and forming part of Plot No. R.S. 9 L.R. 143 and 144, recorded in Khatian No. - 2/1, 2/3, 2/5 & 2/7 NEW 17/1, 224/1, 16/3 of Mouza = Kalaram by virtue of a Deed of Conveyance executed by **SMT PURNIMA THAPA** and registered at the office of the Additional District Sub-Registrar at Siliguri and recorded in Book No. I, Volume NO. III, Pages 225 to 232 being document No. 4372 for the year 2005.

II)

WHEREAS one **DOMINIQUE TSHERING NAMCHU** acquired a piece and parcel of Land measuring 1.37 Acres appertaining to and forming part of Plot No. 9(OLD) 143& 144(NEW) recorded in Khatian No. 2/1, 2/3, 2/5 & 2/7 NEW 421 of Mouza = Kalaram by virtue of a Deed of Conveyance executed by **INDRA BHADUR CHHETRI & OTHERS** and registered at the office of the Sub Registrar, Siliguri now Additional District Sub-Registrar at Siliguri and recorded in Book No. I, being document No. 4599 for the year 1989.

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Anita Mundra.
Amrita Mundra.

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AND WHEREAS vendor No. 2 hereof **SMT AMITA MUNDRA** acquired a piece and parcel of Land measuring 1.37 Acres appertaining to and forming part of Plot No.9 recorded in Khatian No. 2/1, 2/3, 2/5 & 2/7 of Mouza = Kalaram by virtue of a Deed of Conveyance executed by **DOMINIQUE TSHERING NAMCHU** and registered at the office of the Additional District Sub-Registrar, Siliguri II at Bagdogra and recorded in Book No. I, CD Volume No. I, Pages 4979 to 4996 being document No. 525 for the year 2008.

A N D

WHEREAS since purchase Vendors hereof **SMT ANITA MUNDRA & SMT AMITA MUNDRA** are/were in actual, khas and physical possession of all that piece and parcel of land as fully described in the schedule below without any objection, interruption, claim, demand, whatsoever from any body whomsoever may be, having permanent, heritable and transferable right, title and interest therein.

A N D

WHEREAS the Vendors being in need of fund for acquiring more profitable properties and for other purpose have offered to sale all that piece and parcel of land measuring 80 Decimal as fully described in the schedule below.

A N D

WHEREAS the Purchaser being in need of land has accepted the offer of the first party and has offered and agreed to purchase the land as fully described in the schedule below for Rs. 9,00,000/- (Rupees nine Lakhs) only, free from all encumbrances whatsoever.

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Anil Mandra.
Anita Mandra

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A N D

WHEREAS the Vendors have accepted the price so offered by the Purchaser as fair and reasonable price in view of the prevailing highest market rate of land and have agreed to sale the land more fully described in the schedule below for Rs. 9,00,000/- (Rupees nine Lakhs) only free from all encumbrances whatsoever.

NOW THIS INDENTURE WITNESSETH THAT :

In pursuance of the aforesaid offer and acceptance and also in consideration of Rs. 9,00,000/- (Rupees nine Lakhs) only, paid by Cheque by the purchaser to the Vendors (the receipt whereof the vendors do hereby acknowledge and grand full discharge to the purchaser from payment thereof) the Vendors do hereby grant, convey, assign and transfer unto and in favour of the purchaser the aforesaid land as fully described in the schedule below and delineated in the plan by red border annexed herewith and forming part of these presents and make over Khas and physical possession thereof to the purchaser together with all rights, liberties, privileges, assessments, appendices, appurtenances belonging to or in any way appertaining to the said land and the absolute estate free from all encumbrances and the right, title and interest into and upon the property hereby transferred, expressed or intended so to be **TO HAVE** and **TO HOLD** the same subject to the payment of rent, taxes etc. payable to the Superior land lord the State of West Bengal and any other proper authority.

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Arula Munda.
Arula Munda

AND the Vendors hereby covenanted with the purchaser that the interest which the vendors professes to transfer subsists and the vendors have full authority and good power to transfer the said land, expressed or intended so to be **unto** the purchaser in the manner aforesaid and the vendors or any person claiming under them shall and will from time to time at times hereafter at the request and cost of the purchaser do execute all such acts, deeds and things whatsoever for further and more effectually assuring the enjoyment and possession of the purchaser thereof and therein as shall and may required.

IT is further covenanted that the land described in the schedule below is hold by the vendors have not been surrendered or forfeited and that there exist no charge, mortgage, attachment or any other encumbrances whatsoever on the premises hereby transferred or expressed or intended so to be or any part thereof at the date of these presents and in the event of discover of any such charge, mortgage, attachment or any other encumbrances whatsoever the vendors shall be liable to be dealt with according to law both Civil and Criminal as the case may be and shall also be liable to compensate the purchaser for any loss or injury that the purchaser shall has to sustain in consequence thereof.

THE Vendors further covenants that all rent and taxes etc. or any other charges payable for the land hereby transferred or expressed or intended so to be that has accrued due up to the date of these presents has been paid and all other covenants and conditions required to be observed and performed and in case if it transpires otherwise the vendors shall be liable to indemnify the purchaser for any loss resulting from any such non-payment, non-observance and non-performance as aforesaid.

Amrita Mandra.
Amrita Mandra

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THE Vendors further declares that the entire land forming subject matter of the present conveyance were in Khas and actual possession of the vendors at the date of these presents. If for any defect to title or for any act done or suffered to be done by these presents the purchaser is deprived of possession or enjoyment of the property hereby transferred or expressed or intended so to be these presents or any part thereof the vendors shall be liable to return to the purchaser the full or proportionate part or the consideration money as the case may be together with interest at the rate of 24% per annum from the date of such deprivation or dispossession and shall also be liable for adequate compensation for any loss or injury attending thereto be sustained by the purchaser.

IT is hereby further declared by the Vendors that the vendors have not entered in to any binding contract with any other person whatsoever to sell or to transfer otherwise the said land conveyed by these presents or intended so to be or any part thereof and that there subsists no such contract of sale or transfer existing with respect to the aforesaid land or any part thereof at the date of these presents or if any of the recitals made herein are proved to be false the vendors shall be liable to be dealt with according to law for false recitals made therein and shall also be liable to compensate the purchaser adequately for the loss or injury to be sustained by the purchaser in consequence thereof.

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Anita Munda.
Anita Munda

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SCHEDULE

All that piece and parcel of land measuring 80 (eight zero) Decimal appertaining to and forming part of Plot No. R.S. 9 (nine) corresponding to L.R. Plot NO. 143 (one four three) & 144 (one four four) recorded in Khatian No. - R.S. 2/1 (two by one) 2/3 (two by three) 2/5 (two by five) & 2/7 (two by seven) L.R. 16/3 (one six by three), 17/1 (one seven by one), 224/1 (two two four by one) & 421 (four two one) of Mouza = Kalaram, Pargana = Patharghata, J.L. No. 76 (seven six), P.S. Phansidewa in the District of Darjeeling.

Land as mentioned above hereby sold by the Vendors is delineated by red border in the plan annexed herewith and the said land is butted and bounded as follows:


BY THE NORTH : LAND OF NARSINGH AGARWAL,
BY THE SOUTH : LAND OF ROSHAN AGARWAL,
BY THE EAST : LAND OF VENDORS SOLD TO PURCHASER,
BY THE WEST : LAND OF VENDORS SOLD TO PURCHASER,

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C

WHEREOF the Vendors do hereunto set their hands on the Day, Month and Year first above written.

WITNESSES: -

1. D.M. 
Deepak Munde - (222) 1111
S/o. R.C. Munde -
Deorahi, SIKKIM -
P.O. & P.S. Deorahi
occ: Business
2. Binay Bansal
S/o Sri Daulat Ram Bansal
M.R. Road, Ichelpora, Siliguri
Doojeelng

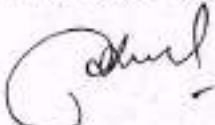
The contents of this document have been gone through and understood personally by the Purchaser & Vendors.

Anita Munde.

Anita Munde

V E N D O R S

Drafted by me and printed at My office.


Rajesh Kumar Agarwal
Advocate / Siliguri
Reg. No. WB/73 /97

MEMO OF RECEIPT

Rs. 9,00,000/-

RECEIVED of and from the within named PURCHASER Rs. 9,00,000/- (Rupees nine Lakhs) only by within named VENDORS the within sum of Rs. 9,00,000/- (Rupees nine Lakhs) only paid by the PURCHASER to the VENDORS by Cheque in respect of the property conveyed herein as detailed below.

MEMO OF CONSIDERATION

NAME OF BANK	CHEQUE NO.	AMOUNT
IDBI BANK, SILIGURI	065513	4,50,000/-
IDBI BANK, SILIGURI	065514	4,50,000/-
		<u>9,00,000/-</u>

Anita Munda-

Anita Munda-

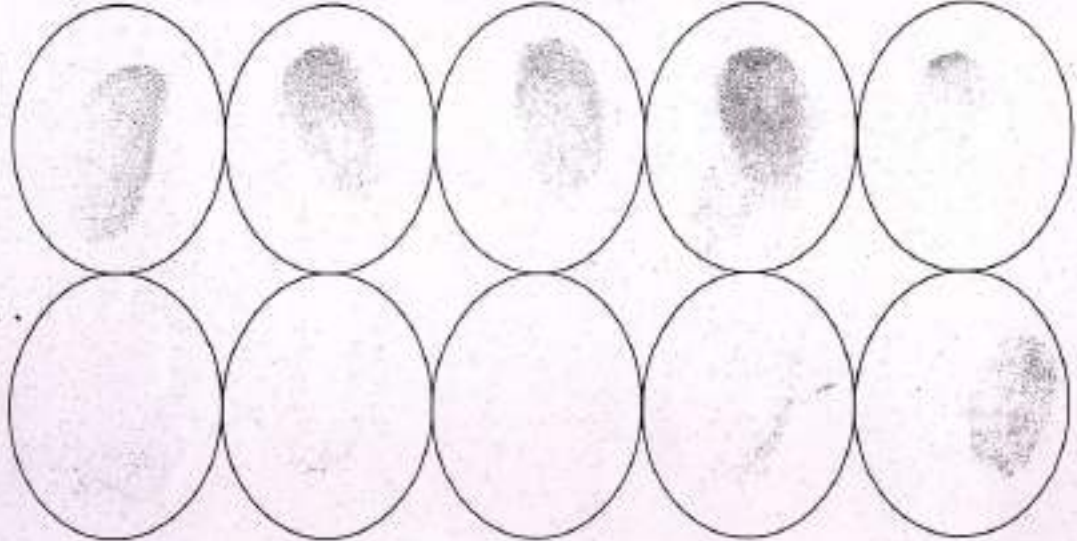
FINGER IMPRESSION

THUMB FORE FINGER MIDDLE FINGER RING FINGER LITTLE FINGER



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Anita Mandra.

SIGN WITH DATE

THUMB FORE FINGER MIDDLE FINGER RING FINGER LITTLE FINGER



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SIGNATURE OF R.O.

Anita Mandra.
SIGNATURE WITH DATE

FINGER PRINT SHEET

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

.....
SIGN WITH DATE

		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	LEFT					
	RIGHT					

.....
SIGNATURE OF R.O.

KT PROJECTS PVT. LTB.
Rajan Kumar Goel
Director
.....
SIGNATURE WITH DATE

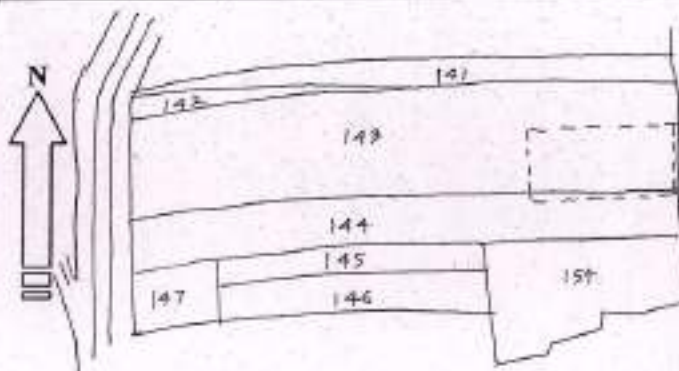
NAME OF THE PURCHASER	SALE	NAME OF THE SELLER
K. T. PROJECT PRIVATE LIMITED Represented by one of its Director SRI RATAN KUMAR GOEL. S/O LATE BAL MUKUND GOEL. JORETHANG SIKKIM		SMT. ANITA MUNDRA. W/O Sri Ajay Mundra SMT. AMITA MUNDRA W/O Sri Dipak Mundra DEORALI P. O. DEORALI BAZAR SIKKIM

SCHEDULE OF LAND

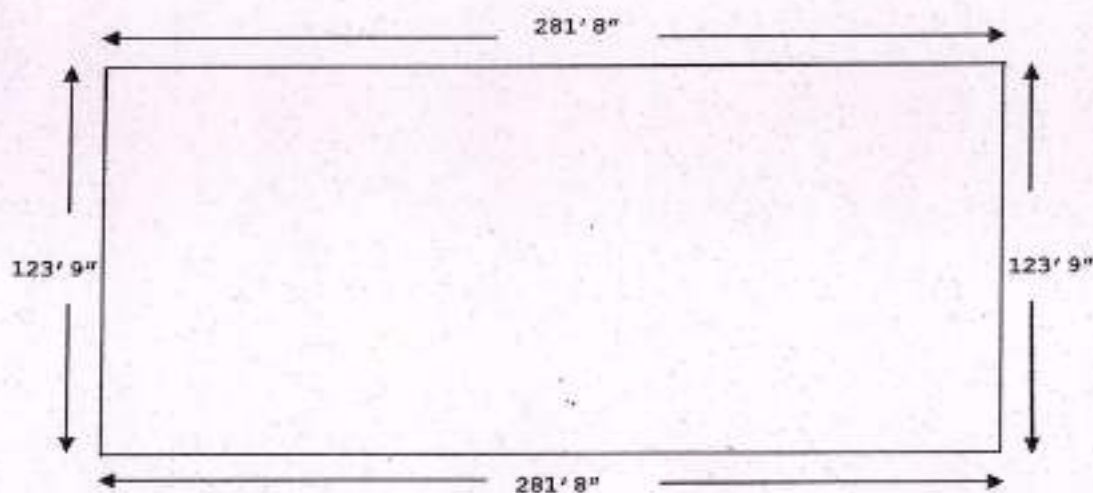
MOUZA & J.L.No.	Sheet No.	Khatian No.	Plot No.		Area of Land to be sold
KALARAM 76	—	17 / 1	R. S.	L. R.	0.80 Acre
		224 / 1	9 (P)	143	
		16 / 3	9 (P)	144	
		421			

AREA BOUNDED BY

- North – Land of Narsingh Agarwal
- South – Land of Roshan Agarwal
- East – Land of the Vendors sold to
The purchaser
- West – Land of the Vendors sold to
The purchaser



Scale 1" = 50'



Drawn by

D. Das

D. Das, Pvt. Amin.

L.No - 4631/05

Anita Mundra.

Amita Mundra

Government Of West Bengal
Office of the ADSR Siliguri-II at Bagdogra
BAGDOGRA
Endorsement For deed Number :I-01726 of :2008
(Serial No. 02057, 2008)

On 25/04/2008

Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 18.00 on :25/04/2008, at the Private residence by Anita Mundra, one of the Executants.

Admission of Execution(Under Section 58)

Execution is admitted on :25/04/2008 by

1. Anita Mundra, wife of Ajay Mundra, Deorali, Thana Deorali, By caste Hindu, by Profession : House wife
 2. Amita Mundra, wife of Deepak Mundra, Deorali, Thana Deorali, By caste Hindu, by Profession : House wife
- Identified By Deepak Mundra, son of R. C. Mundra Deorali P. O.- Deorali Dist.- East Sikkim Thana: Deorali, by caste Hindu, By Profession : Business.

Name of the Registering officer : **Subhas Chandra Sarkar**
Designation : **A.D.S.R. Siliguri-II at Bagdogra**

On 28/04/2008

Admissibility(Rule 43)

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/-

Payment of Fees:

Fee Paid in rupees under article : A(1) = 24882/- on:28/04/2008

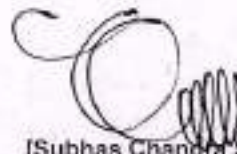
Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs- 2262613/-

Certified that the required stamp duty of this document is Rs 113131 /- and the Stamp duty paid as: Impresive Rs- 5000

Deficit stamp duty

Deficit stamp duty : 1.Rs 18131/- is paid by the draft no. :460296, Draft date:24/04/2008, Bank name:STATE BANK OF INDIA, Jalpaiguri., recieved on :28/04/2008. 2.Rs 45000/- is paid by the draft no. :460297, Draft date:24/04/2008, Bank name:STATE BANK OF INDIA, Jalpaiguri., recieved on :28/04/2008. 3.Rs 45000/- is paid by the draft no. :460302, Draft date:24/04/2008



[Subhas Chandra Sarkar]
A.D.S.R. Siliguri-II at Bagdogra
Office of the Additional District Sub-Registrar of Siliguri-II at Bagdogra
Govt. of West Bengal

Government Of West Bengal
Office of the ADSR Siliguri-II at Bagdogra
BAGDOGRA
Endorsement For deed Number :I-01726 of :2008
(Serial No. 02057, 2008)

Bank name: STATE BANK OF INDIA, Jalpaiguri, recieved on :28/04/2008.

Name of the Registering officer : **Subhas Chandra Sarkar**
Designation : **A.D.S.R. Siliguri-II at Bagdogra**



[Subhas Chandra Sarkar]
A.D.S.R. Siliguri-II at Bagdogra
Office of the Additional District Sub-Registrar of Siliguri-II at Bagdogra
Govt. of West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 5
Page from 56 to 73
being No 01726 for the year 2008.



(Subhas Chandra Sarkar) 28-April-2008
A.D.S.R. Siliguri-II at Bagdogra
Office of the ADSR Siliguri-II at Bagdogra
West Bengal