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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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19.11
 23.9.10
 24.9.10

NOTED FOR REGISTRATION TO
 Registration and the Signature Sheet and
 the Endorsement Sheet attached to his
 Document are part of this Document



Dee pal Kumar Gupta

Dist. Sub-Registrar
 24 SEP 2010

DEED OF CONVEYANCE

THIS INDENTURE MADE THIS THE 23rd DAY OF
 SEPTEMBER 2010 (TWO THOUSAND AND TEN).

Cont.p/2

Visit Commission case No. 1021
Pbr. 10
 Fee Paid J(1) Rs. 250
 J(2) Rs. 180
 ET. Rs. 54

Total Rs. 484
 District Sub-Registrar

22 SEP 2010

Deepak Kumar Gupta

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TOTAL CONSIDERATION	:	RS.2,50,000/-
AREA OF LAND	:	8 KATHA
PLOT NO.	:	109
KHATIAN NO.	:	116
SHEET NO.	:	03
J.L. NO.	:	02
MOUZA	:	DABGRAM
PARAGANA	:	BAIKUNTHAPUR
POLICE STATION	:	BHAKTINAGAR
DISTRICT	:	JALPAIGURI
WITHIN THE AREA OF S.M.C		

Cont.p/3

B E T W E E N

Deepak Kumar Gupta

SRI DEEPAK KUMAR GUPTA S/o Sri Raju Gupta, Hindu by religion, Indian by Nationality, Business by occupation, Resident of Gandhinagar, P.S. Bhaktinagar in the District of Jalpaiguri --- hereinafter called **VENDOR/FIRST PARTY** (which expression shall mean and include unless excluded by or repugnant to the context his heirs executors, successors, administrators, representatives and assigns) of the **ONE PART**.

A N D

PREMBHOG FOOD PRODUCTS PRIVATE LIMITED A private Limited company incorporated under the provision of the Companies Act 1956, bearing certificate of Incorporation No. 21- 91981 Dated 13.06.2000 having its registered Office at 3rd Mile, Siliguri, P.O. Salugara, P.S. Bhaktinagar, District of Jalpaiguri in the State of West Bengal --- 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 its director **SRI SATISH KUMAR GOYAL** S/o Sri Ram Niwas Goyal, Hindu by religion, Indian by Nationality, Director of the above named Company by Occupation, resident of Manturam Road, P.O. & P.S. Siliguri, District of Darjeeling in the State of west Bengal.

Cont.....P/4

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A N D

Deepak Kumar Gupta

WHEREAS vendor hereof **DEEPAK KUMAR GUPTA** along with **SRI SURENDRA GUPTA AND SMT SUNITA GUPTA** jointly acquired a piece and parcel of Land measuring 3 Bigha 2 Katha 8 Chhataks appertaining to and forming part of Plot No. 109 of Sheet No. 3 recorded in Khatian No. 116 of Mouza - Dabgram by Virtue of a Deed of Conveyance executed by **SRI LOK PRASAD KARKI & OTHERS** and registered at the office of the District Sub-Registrar, Jalpaiguri and recorded in Book No. I, being document No. 3810 for the year 1998.

A N D

WHEREAS possessing the undivided share in the aforesaid land **SUNITA GUPTA** transfer her share in the land to and in favour of **SRI SURENDRA GUPTA** by executing a deed of Gift duly registered at the office of the District Sub-Registrar, Jalpaiguri and recorded in Book No. I, being document No. 1943 for the year 2007.

A N D

WHEREAS a Deed of Partition was executed by and in between **SRI DEEPAK KUMAR GUPTA** (Vendor of these presents) & **SRI SURENDRA GUPTA** duly registered at the office of District Sub-Registrar, Jalpaiguri and recorded in Book No. I, being Document No. 2051 for the year 2007. And in the above mention Partition Deed Land measuring 19 Katha 9 Chhataks 43.20 Sq.Ft. including land as more fully describe in the schedule below has been allotted to and in favour of **SRI DEEPAK KUMAR GUPTA** (Vendor of these present) as his absolute share.

Cont.....P/5

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A N D

Deepak Kumar Gupta

WHEREAS since then vendor hereof **SRI DEEPAK KUMAR GUPTA** hereof is 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 other person and as such the Vendor become sole, absolute and exclusive owner-in-possession of the said land and has got right, title and interest having permanent heritable and transferable interest therein.

A N D

WHEREAS Vendor hereof being in need of fund for acquiring more profitable properties and for other purposes has offered to sale a piece and parcel of land as more 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.2,50,000/- (Rupees Two Lakhs Fifty Thousand) only, free from all encumbrances whatsoever.

A N D

WHEREAS the Vendor has accepted the price so offered by the Purchaser as fair and reasonable price in view of the prevailing highest market rate of land and has agreed to sale the land more fully described in the schedule below for Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand) only, free from all encumbrances whatsoever.

Cont.....P/6

Debal Kumar Gupta

NOW THIS INDENTURE WITNESSETH THAT:

In pursuance of the aforesaid offer and acceptance and also in consideration of Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand) only, paid by Cash/Cheque/Draft by the purchaser to the Vendor (the receipt whereof the vendor does hereby acknowledge and grand full discharge to the purchaser from payment thereof) the Vendor does hereby grant, convey, assign and transfer unto and in favour of the purchaser the aforesaid land as fully described in the schedule below 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.

AND the Vendor hereby covenanted with the purchaser that the interest which the vendor professes to transfer subsists and the Vendor has 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 Vendor or any person claiming under him shall and will from time to time at all 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.

Cont.....P/7

Deepest Lumar Gupta

IT is further covenanted that the land described in the schedule below are hold by the vendor has 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 those presents and in the event of discover of any such charge, mortgage, attachment or any other encumbrances whatsoever the vendor 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 have to sustain in consequence thereof.

THAT the Vendor 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 have accrued due upto 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 vendor shall be liable to indemnify the purchaser for any loss resulting from any such non-payment, non-observance and non-performance as aforesaid.

THE Vendor further declares that the entire land forming subject matter of the present conveyance was in Khas and actual possession of the Vendor 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 Vendor shall be liable to return to the purchaser the full or proportionate part or the consideration money as the

Sunil Kumar Gupta

case may be together with interest at the rate of 18% 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 Vendor that the Vendor has not entered in to any binding contract with any other person whatsoever to sell or to transfer otherwise the said land conveyed by those 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 Vendor 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.

SCHEDULE

All that piece and parcel of vacant land measuring 8 (Eight) Katha appertaining to and forming part of Plot No. 109 (One Zero Nine) of Sheet No. 3 (Three) recorded in Khatian No. 116 (One One Six) of Mouza - Dabgram, J.L. NO. 2 (Two) situates within Pargana - Baikunthapur, P.S. Bhaktinagar in the District of Jalpaiguri.

Land as mentioned above hereby sold by the Vendor is butted and bounded as follows:-

- BY THE NORTH : LAND OF SURENDAR SINGH,
- BY THE SOUTH : LAND OF VENDOR,
- BY THE EAST : LAND OF PURCHASER,
- BY THE WEST : LAND OF SUNIL GUPTA,

IN WITNESS WHEREOF the Vendor does hereunto set his hands on the Day, Month and Year first above written.

WITNESSES: -

1. Kanta Prasad Leriwal.
S/o- Late Sataynarayan ji Leriwal,
Bidaya Sagar Pally
Khalpara Siliguri
P.O. & P.S. Siliguri
Dist. Darjeeling

2. Chandra Nath Mukherjee

S/o- Late, Hanindranath Mukherjee

North National Nagar

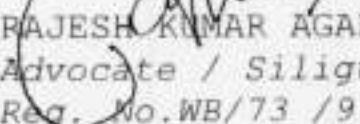
P.O. - and P.S. Siliguri

Dist. Darjeeling

Deepak Kumar Gupta

V E N D O R

Drafted by me and printed at my office.


RAJESH KUMAR AGARWAL
Advocate / Siliguri
Reg. No. WB/73 /97

MEMO OF RECEIPT

Rs.2,50,000/-

RECEIVED of and from the within named PURCHASER Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand) only, by within named VENDOR the within sum of Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand) Only paid by the PURCHASER to the VENDOR by Cash/Cheque/Draft in respect of the property conveyed herein.

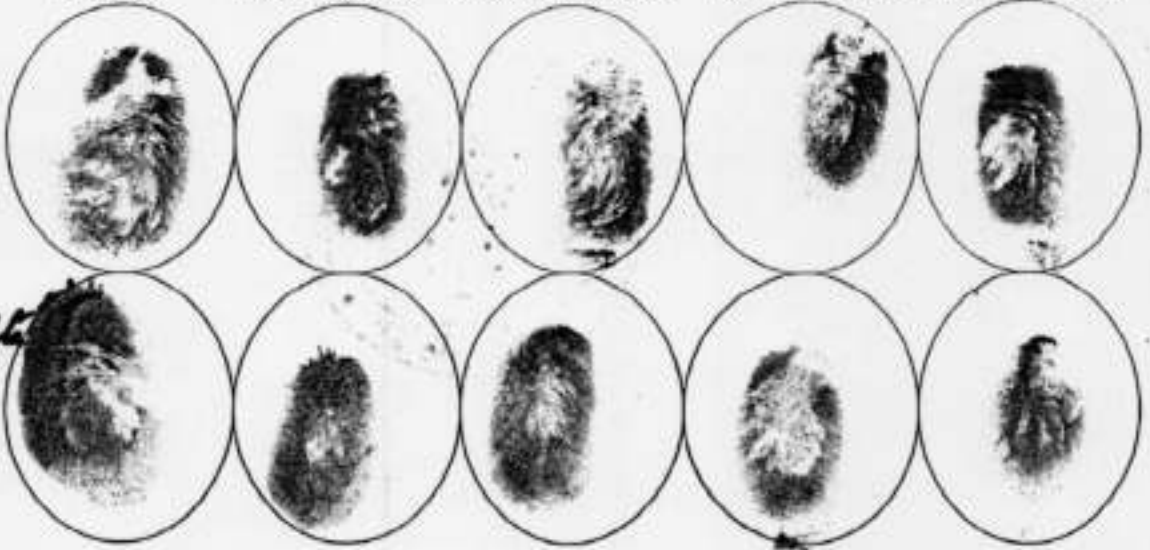
Deepal Kumar Gupta

FINGER IMPRESSION

THUMB FORE FINGER MIDDLE FINGER RING FINGER LITTLE FINGER



LEFT
RIGHT



Deepak Kumar Gupta
SIGN WITH DATE

THUMB FORE FINGER MIDDLE FINGER RING FINGER LITTLE FINGER



LEFT
RIGHT



.....
SIGNATURE OF R.O.

Ajay Singh
.....
SIGNATURE WITH DATE



Government Of West Bengal
Office Of the D.S.R. JALPAIGURI
District:-Jalpaiguri

Endorsement For Deed Number : I - 03655 of 2010
(Serial No. 03134 of 2010)

On 24/09/2010

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/-

Payment of Fees:

Fee Paid in rupees under article : A(1) = 20064/- ,H = 28/- ,M(b) = 4/- on 24/09/2010

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.-1824250/-

Certified that the required stamp duty of this document is Rs.- 109455 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 104460/- is paid, by the draft number 128999, Draft Date 21/09/2010, Bank Name State Bank of India, Jalpaiguri, received on 24/09/2010

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

Presented for registration at 19.21 hrs on :24/09/2010, at the Private residence by Sri Deepak Kumar Gupta ,Executant.

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

Execution is admitted on 24/09/2010 by

1. Sri Deepak Kumar Gupta, son of Sri Raju Gupta , Gandhinagar, Thana:-Bhaktinagar, District:-Jalpaiguri, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : Business

Identified By Kanta Prasad Periwal, son of Late Satay Narayananji Periwal, Bidaya Sagar Pally,khal Para Siliguri, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O. :-Siliguri , By Caste: Hindu, By Profession: Others.

(Hareram Das)
DISTRICT SUB-REGISTRAR


(Hareram Das)
DISTRICT SUB-REGISTRAR

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 9
Page from 2250 to 2263
being No 03655 for the year 2010.



Hareram Das

(Hareram Das) 24-September-2010
DISTRICT SUB-REGISTRAR
Office of the D.S.R. JALPAIGURI
West Bengal