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পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

A 831103

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TOTAL	CONSIDERATION	RS.	7,	00	,000/	-

AREA OF LAND : 6 KATHA 13 CHHATAKS

MOUZA : DABGRAM .

PARAGANA : BAIKUNTHAPUR POLICE STATION : BHAKTINAGAR

KHATIAN NO. : 116

PLOT NO. : 109 (P)

SHEET NO. : 3

J. L. NO. : 2

WITHIN THE AREA OF SILIGURI MUNICIPAL CORPORTION

Cont. .....p/4



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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### BETWEEN

SRI DIPAK KUMAR GUPTA S/o Ski Raju Gupta, Hindu by religion, Indian By Nationality, Business by Occupation, resident of Gandhi Nagar, P.S. Bhaktinagar, Ward No. XXXXIII of Siliguri Municipal Corporation, Siliguri in the District of Jalpaiguri —— hereinafter called the FIRST PARTY / VENDOR (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.

Cont. .....p/5



পশ্চিমবঞ্চা पश्चिम बंगाल WEST, BENGAL

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AND

SMT SUNITA AGARWAL W/o Sri Ratan Agarwal, Hindu Indian by Nationality, Business by occupation, resident of P.O. & P.S. Hasimara in the Jalpaiguri (which expression District of. PURCHASER PARTY excluded unless include and shall mean heirs, to the context her representatives administrators, successors, assigns) of the SECOND PART.

Cont. ......p/6

WHEREAS one SURENDRA GUPTA AND DIPAK KUMAR GUPTA along with one 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 recorded in Khatian No. 116, sheet No. 3 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-Register, Jalpaiguri and recorded in Book No. I, being document No. 3810 for the year of 1998.

#### AND

WHEREAS thereafter above named SUNITA GUPTA transferred her share in the aforesaid land to and infavour of SRI SURENDRA GUPTA by executing a Deed of Gift which is/was duly registered at the office of the District Sub - Register, Jalpaiguri and recorded in Book No. I, being document No. 1943 for the year of 2007.

#### AND

WHEREAS as such SURENDRA GUPTA & DEEPAK KUMAR GUPTA became the co-owner of the properties as mentioned above. Possessing the said land they partitioned their land by metes and bounds by executing a Deed of partition duly registered at the office of the District Sub Registrar, Jalpaiguri and recorded in Book NO. I, being document NO. 2051 for the year 2007.

#### AND

WHEREAS in the above numbered deed of partition land more fully described in the schedule below is allotted to and in favour of the Vendor hereof SRI DIPAK KUMAR GUPTA as his absolute share and since then Vendor hereof SRI DIPAK KUMAR GUPTA is/was in actual Khas and physical possession of all that piece and parcel of land as fully described in the schedule below, free from all encumbrances whatsoever and without any interference, objection or interruption from any body having permanent, heritable and transferable right, title and interest therein.

Cont. .....p/7

Dipak Suman brupta ...

### Page - 7

### AND

WHEREAS the Vendor being in need of fund has offered to sale all that piece and parcel of land measuring 6 Katha 13 Chhataks more fully described in the schedule below.

### AND

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. 7,00,000/- (Rupees seven Lakhs) only, free from all encumbrances whatsoever.

### AND

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 have agreed to sale the land more fully described in the schedule below for Rs. 7,00,000/- (Rupees seven Lakhs) only, free from all encumbrances whatsoever.

NOW THIS INDENTURE WITNESSETH THAT:

In pursuance of the aforesaid offer and acceptance consideration of Rs. 7,00,000/-(Rupees seven Lakhs) only, paid 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 described the schedule below in delineated by red border in the plan 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 form 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.

IT is further covenanted that the land described in the schedule below is 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 has to sustain in consequence thereof.

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 has 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.

Cont. .....p/9

Difak Lumai Grupte

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 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 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 land measuring 6 (six) Katha 13 (one three) Chhataks or 0.112 (Zero point one one two) Acre 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), J. L. No. 2 (two), Mouza = Dabgram, Pargana = Baikunthapur, P.S. Bhaktinagar in the District of Jalpaiguri.

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

BY THE NORTH: 16-0" WIDE ROAD,

BY THE SOUTH: LAND OF NEEMA TENZING SHERPA &

OTHERS,

BY THE EAST : LAND OF PREMBHOG FOOD PRODUCTS PVT

LTD.,

BY THE WEST LAND OF SMT SUNITA AGARWAL,

INWITNESS WHEREOF the Vendor does hereunto set his hands on the Day, Month and Year first above

WITNESSES: -

1. Conjunt kunow Sin Ray Mohan Sah H.No-V-4140/1, Coulli Nager Siligai -

The contents of this document has been gone through and understood personally by Purchaser & Vendor.

Dipak Lumar bufta VENDOR

Drafted by me and printed at My office

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

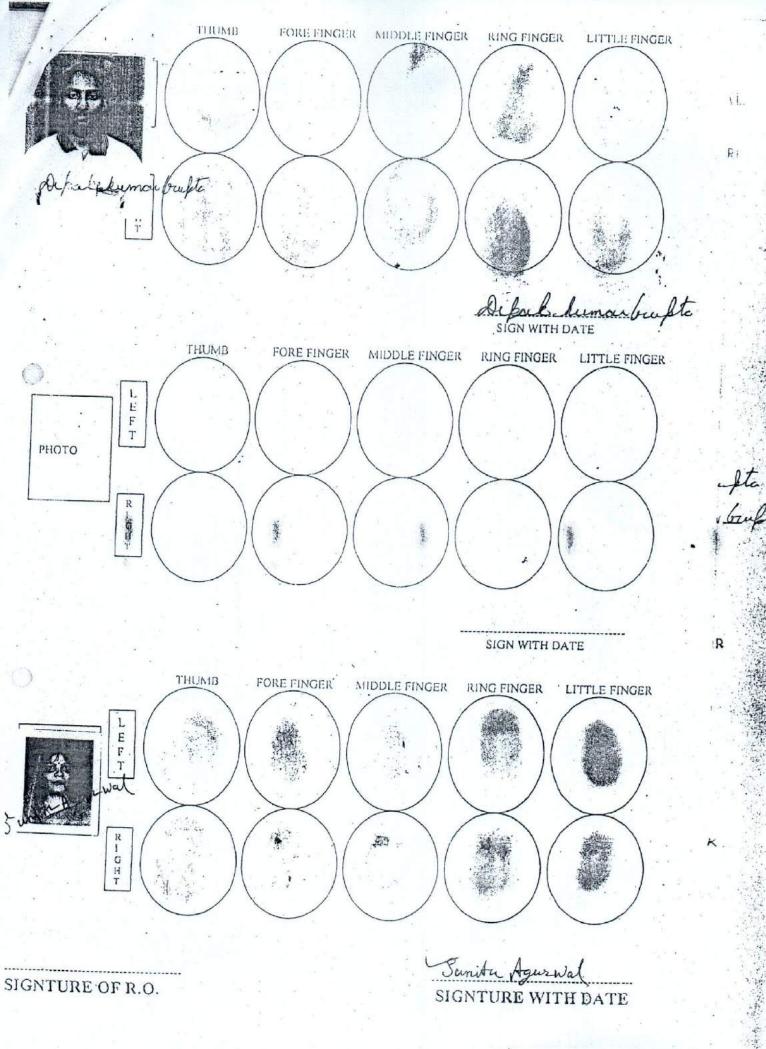
# MEMO OF RECEIPT

Rs. 7,00,000/-

L

RECEIVED of and from the within named PURCHASER Rs. 7,00,000/- (seven Lakhs) only by within named VENDOR the within sum of Rs. 7,00,000/- (seven Lakhs) only paid by the PURCHASER to the VENDOR by Cash/Cheque/Draft in respect of the property conveyed herein.

Dipak kumar Gufta

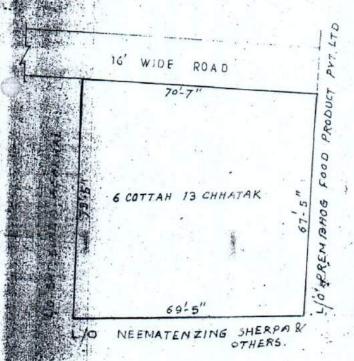


### SELLER

SRI DIPAK KR. GUPTA SO SRI RAJU GUPTA. GANDHIWAGAR, PS-BHAKTINAGAR.

### PURCHASER

SMT. SUNITA AGARWAL WO SRI RATAN AGARWAL HASIMARA DIST JALPAIGURI



SITE PLAN

SCALE - 1 = 24-0"

PARTA BALKUNTHAPUR

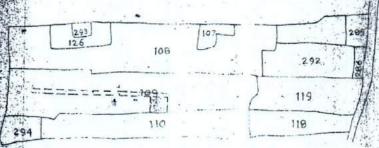
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SHEET NO. 194 S. KHATIAN NO. 116.

PLOT NO - - 109 (P)

PS BHAKTINAGAR DIST PALPAIGURI AREAM COTTAN 19 CHHATAK



MOUZA MAP

PETPARED BY-

AS HOK BASAR OF SURVEYOR.

### Office of the A. D. S. R. RAJGANJ RAJGANJ

Endorsement For deed Number :I-01924 of :2008 (Serial No. 04273, 2007)

### On 21/12/2007

Payment of Fees:

Fee Paid in rupees under article: A(1) = 7689/- on:21/12/2007

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- 1294000/-

Certified that the required stamp duty of this document is Rs 77640 /- and the Stamp duty paid as: Impresive Rs-5000

Deficit stamp duty

Deficit stamp duty Rs 37000/- is paid, by the draft number 581317, Draft Date 04/12/2007 Bank Name STATE BANK OF INDIA, Ektiasal, recieved on :21/12/2007.

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

Presented for registration at 14.00 hrs on :21/12/2007, at the Office of the A. D. S. R. RAJGANJ by Dipak Kumar Gupta, Executant.

Admission of Execution(Under Section 58)

Execution is admitted on 21/12/2007 by

Dipak Kumar Gupta, son of Raju Gupta ,Gandhi Nagar Bhaktinagar Jalpaiguri ,Thana Bhaktinagar, By caste Hindu by Profession :Business

Identified By Ranjeet Kumar, son of Raj Mohan Sah Gandhi Nagar Siliguri Jalpaiguri Thana: Bhaktinagar, by caste Hindu, By Profession: Others.

Name of the Registering officer :Dhruba Dasgupta
Designation :ADDITIONAL DISTRICT SUB-REGISTRAR

### On 10/06/2008

Certificate of 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. 10.00/-

Deficit stamp duty

Rajgahi, Jalpaigari

10 JUN 2008

[Dhruba Dasgupta]
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF RAJGANJ
Govt. of West Bengal

Page: 1 of 2

# Government Of West Bengal Office of the A. D. S. R. RAJGANJ RAJGANJ

Endorsement For deed Number :I-01924 of :2008 (Serial No. 04273, 2007)

Deficit stamp duty Rs 35640/- is paid, by the draft number 865700, Draft Date 03/06/2008 Bank Name STATE BANK OF INDIA, Hakimpara, recieved on :10/06/2008.

### Deficit Fees paid

Deficit amount of Registration fees is realized under Article in rupees: A(1) = 6534/- on: 10/06/2008.

Name of the Registering officer :Dhruba Dasgupta
Designation :ADDITIONAL DISTRICT SUB-REGISTRAR

Addl. Dist. Sub-Registre Rejgani Jalpai aud

10 JUN 2008

[Dhruba Dasgupta]
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF RAJGANJ
Govt. of West Bengal

Contract Comments

Page: 2 of 2

# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 6 Page from 1511 to 1532 being No 01924 for the year 2008.



(Dhruba Dasgupta) 11-June-2008 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A. D. S. R. RAJGANJ West Bengal