

| S. No   | 2077      | _Date _  | 08.4.20 | o []  |
|---------|-----------|----------|---------|-------|
| Sold to |           |          |         |       |
| OF      | tot (Rupe | es) Fine | thousen | Douly |
| h. ht.  |           |          | hosh)   | ,     |

Stamp Vendor Siliguri Court L No. R. M / 106 /1993 Darjeeling

Depak kumar bufta

8053

Deepal kumae hupta

nemitude multitle risk am volum remained far exploration the content of an entend are an emergine the series of this document are an element and the barn of this document

Action of 1 & SEP : 011





MUKESH AGARWAN MUKESH AGARWAN MUKESH AGARWAN SO, AGRASEN RUAD SO, AGRASEN RUAD KHOLPAKA PO.RPS-SILICVH. DARJEELING



16 SEP:011

Folki Ha

भागतिक विकास के स्वतिहास स

9 Deepak burner hu

| TOTAL CONSIDERATION | : | RS.1,50,000/-                   |
|---------------------|---|---------------------------------|
| AREA OF LAND        | : | 4 KATHA 12 CHHATAKS 43<br>SQ.FT |
| 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 SILIGURI MUNICIPAL CORPORATION

16 550 " 910

Cont. .....p/3



#### BETWEEN

SRI DEEPAK KUMAR GUPTA @ DIPAK KUMAR GUPTA S/o Sri Raju Gupta, Hindu by religion, Indian by Nationality, Business by occupation, Resident of Gandhinagar, Ward No.43, P.O. & P.S. Siliguri in the District of Darjeeling --- 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.

#### AND

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 3<sup>rd</sup> 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 directors 1.SRI SATISH KUMAR AGARWAL @ GOYAL S/o Sri Ram Niwas Goyal, 2.SMT SARATA DEVI AGARWAL @ GOYAL W/o Sri Satish Kumar Agarwal @ Goyal, Both are 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

Deepak June

AND

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.

#### AND

WHEREAS possessing the undivided share in the aforesaid land SUNITA GUPTA transferred 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 mentioned Partition Deed Land measuring 19 Katha 9 Chhataks 43.20 Sq.Ft. including land as more fully described in the schedule below has been allotted to and in favour of SRI DEEPAK KUMAR GUPTA (Vendor of these present) as his absolute share.

whale

AND

WHEREAS since then the vendor hereof SRI DEEPAK KUMAR GUPTA hereof is in actual Khas and physical possession of all that piece and parcel of land as more fully described in the schedule below without any objection, interruption, claim, demand, whatsoever from any other person and as such the Vendor become the 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.

#### AND

WHEREAS Vendor hereof being in need of fund for acquiring more profitable properties and for other purposes has offered to sell the piece and parcel of land as 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 more fully described in the schedule below for Rs.1,50,000/-(Rupees One Lakh Fifty Thousand) 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 has agreed to sell the land as more fully described in the schedule below for Rs.1,50,000/-(Rupees One Lakh Fifty Thousand) only, free from all encumbrances whatsoever.

Cont ..... P/6

## NOW THIS INDENTURE WITNESSETH THAT:

In pursuance of the aforesaid offer and acceptance and also in consideration of Rs.1,50,000/-(Rupees One Lakh Fifty Thousand) only, paid by Cheque by the purchaser to the Vendor (the receipt whereof the vendor does hereby acknowledge and grant 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 more fully described in the schedule below and make over the 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.

IT is further covenanted that the land described in the schedule below is held by the vendor has not been exist surrendered or forfeited and that there 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 discovery 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 is 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

Cont ..... P/8

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.

Page - 8

Deepal Lumar luck

IT is hereby further declared by the Vendor that the Vendor has not entered into 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 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 4 (Four) Katha 12 (One Two) Chhataks 43 (Four Three) Sq.Ft 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. Classification of Land: Bastu.

Land as mentioned above hereby sold by the Vendor is delineated by red line in the plan annexed herewith and butted and bounded as follows:

BY THE NORTH : LAND OF PURCHASER, BY THE SOUTH : 16'-0" WIDE KATCHA ROAD, BY THE EAST : LAND OF PURCHASER, BY THE WEST : LAND OF ANUPAM & SHAILY KHEMKA,

Cont ..... . P/9

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

- 1. MUKESH AGARMAL
  - SIO SKI S. M. AGARWAL SO, AGRASEN ROAD KHARPARA PO.2 P.S- SILIGUKI. Dist: - DARSEELING.
- 2. Suman Slljanapari Glo-Hanish chi Slljanapani Shneenogan cólony Plo-PlS Bhaktinayan Dist: Jalpaiguni

Deepak lumas hufta

VENDOR

Drafted by me and printed at my office.

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

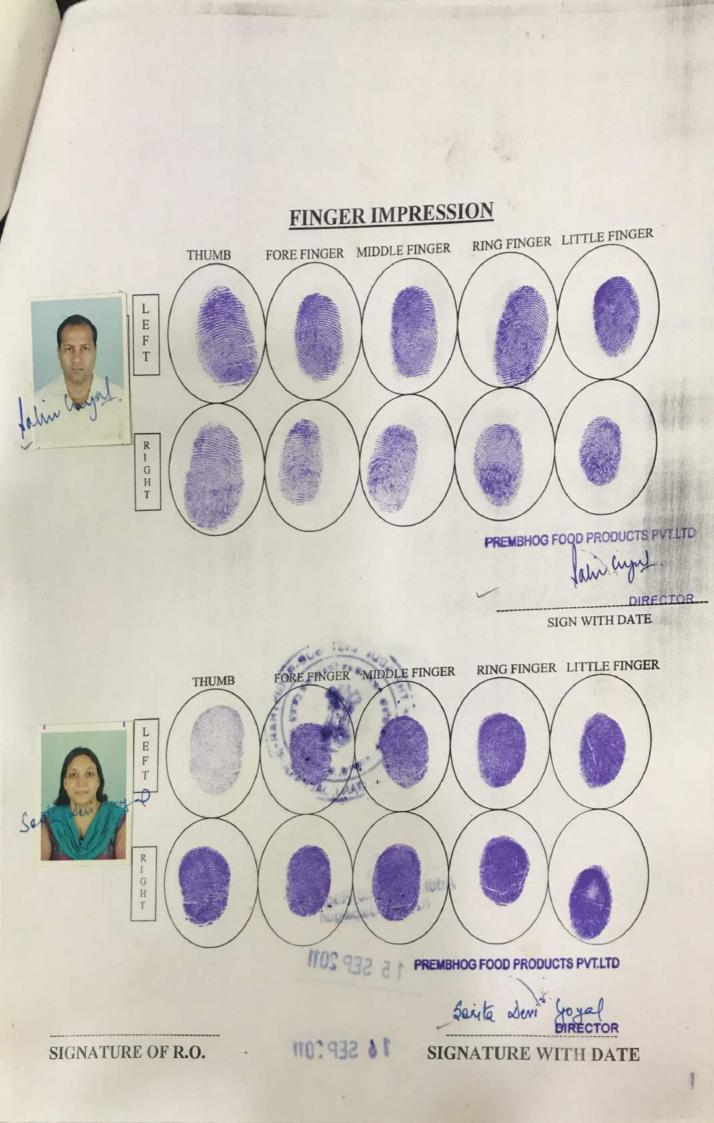
## MEMO OF RECEIPT

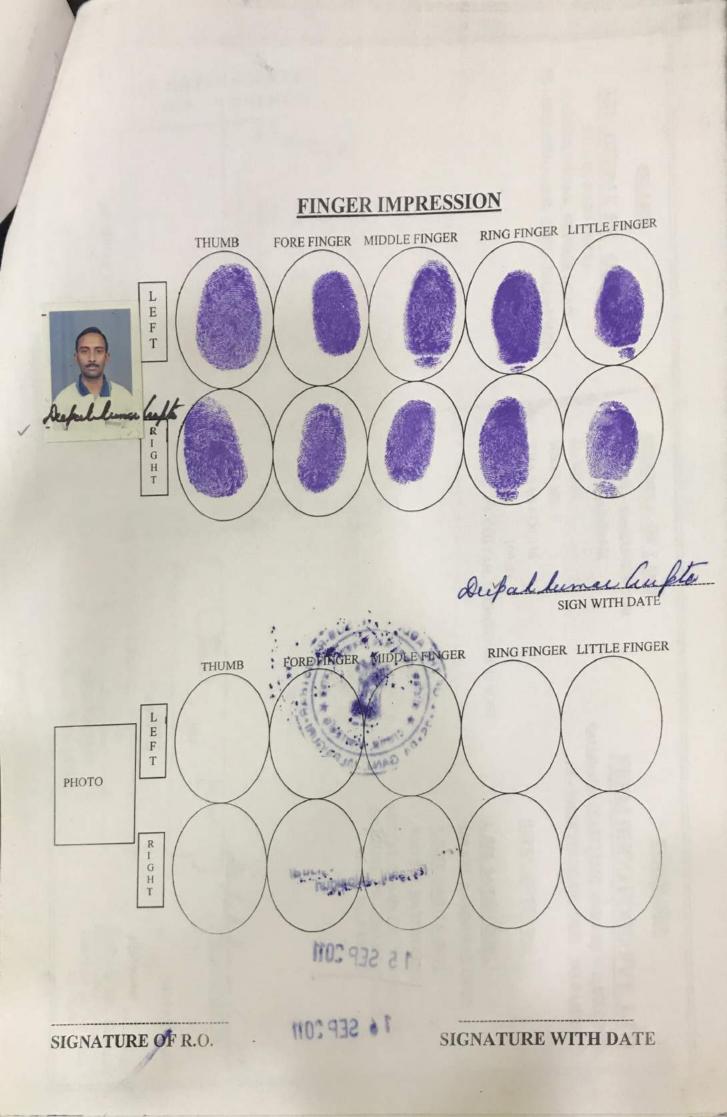
Rs.1,50,000/-

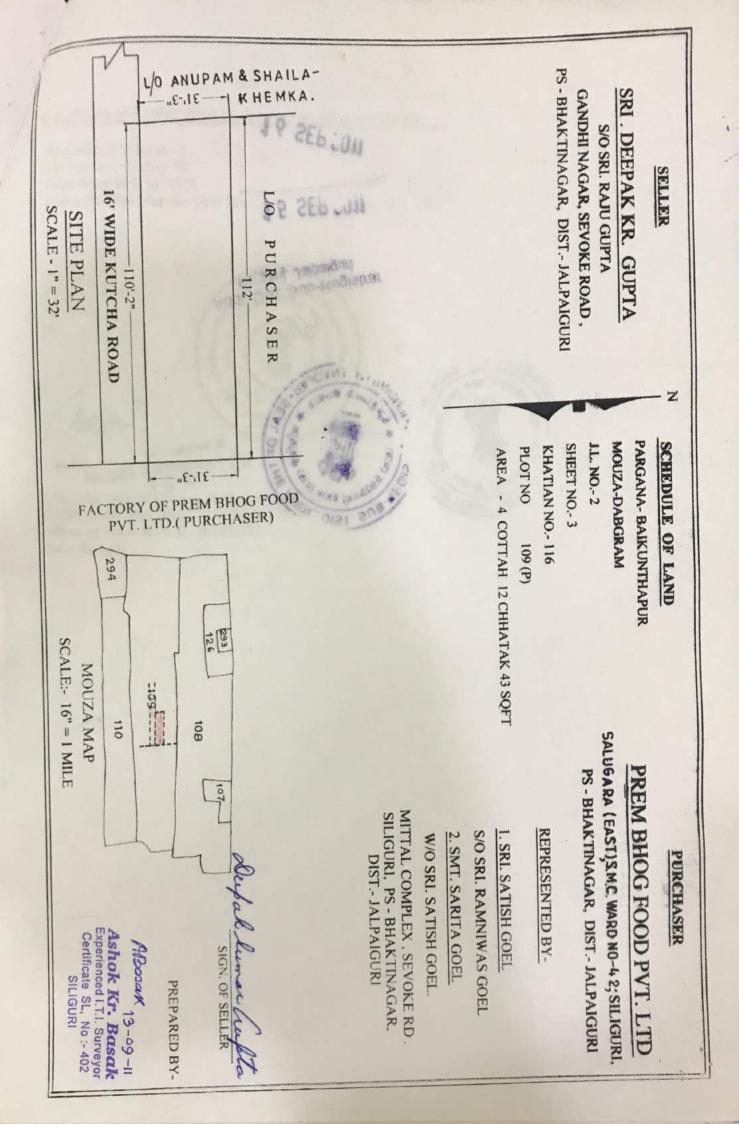
RECEIVED of and from the within named PURCHASER Rs. 1,50,000/-(Rupees One Lakh Fifty Thousand) only, by within named VENDOR the within sum of Rs. 1,50,000/-(Rupees One Lakh Fifty Thousand) Only paid by the PURCHASER to the VENDOR by Cheque in respect of the property conveyed herein as per memo of consideration below.

#### MEMO OF CONSIDERATION

| Name of Bank           | Cheque No. | Date          | Amount           |
|------------------------|------------|---------------|------------------|
| SBI Commercial<br>Bank | 620637     | 02.09.11      | 1,50,000/-       |
| Bank                   | 1          | D.K.<br>Dupak | Rs. 1, 50, 000/- |







Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 18 Page from 1117 to 1133 being No 06047 for the year 2011.



AUGI. Rajgani, JaipaigEp 2011 (Narayan Chandra Saha) 16-September-2011 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A. D. S. R. RAJGANJ West Bengal





## Government Of West Bengal Office Of the A. D. S. R. RAJGANJ District:-Jalpaiguri

### Endorsement For Deed Number : I - 06047 of 2011

### (Serial No. 05953 of 2011)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-1548374/-

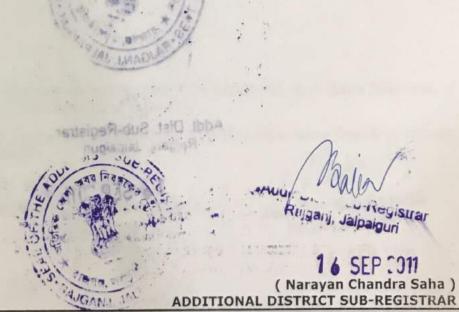
Certified that the required stamp duty of this document is Rs.- 92902 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

### Deficit stamp duty

Deficit stamp duty

- 1. Rs. 86750/- is paid, by the draft number 106168, Draft Date 14/09/2011, Bank Name State Bank of India, COMMERCIAL BR, SILIGURI, received on 16/09/2011
- 2. Rs. 1250/- is paid, by the draft number 579153, Draft Date 15/09/2011, Bank Name State Bank of India, SILIGURI, received on 16/09/2011

(Narayan Chandra Saha) ADDITIONAL DISTRICT SUB-REGISTRAR



16/09/2011 13:28:00

EndorsementPage 2 of 2



## Government Of West Bengal Office Of the A. D. S. R. RAJGANJ District:-Jalpaiguri

## Endorsement For Deed Number : I - 06047 of 2011

(Serial No. 05953 of 2011)

On

Payment of Fees:

## On 15/09/2011

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

Presented for registration at 20.40 hrs on :15/09/2011, at the Private residence by Sri Deepak Kumar Gupta Alias Dipak Kumar Gupta, Executant.

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

Execution is admitted on 15/09/2011 by

1. Sri Deepak Kumar Gupta Alias Dipak Kumar Gupta, son of Sri Raju Gupta, Gandhinagar, Ward No 43,, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O. :-Siliguri , By Caste Hindu, By Profession : Business

Identified By Mukesh Agarwal, son of Sri S. N. Agarwal, 56, Agrasen Road Khalpara, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O. :-Siliguri, By Caste: Hindu, By Profession: Others.

> (Narayan Chandra Saha) ADDITIONAL DISTRICT SUB-REGISTRAR

### On 16/09/2011

# 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:

Amount By Cash

Rs. 0/-, on 16/09/2011

Amount by Draft

- 1. Rs. 16820/- is paid , by the draft number 106169, Draft Date 14/09/2011, Bank Name State Bank of India, COMMERCIAL BR, SILIGURI, received on 16/09/2011
- 2. Rs. 250/- is paid , by the draft number 579154, Draft Date 15/09/2011, Bank Name State Bank of India, SILIGURI, received on 16/09/2011

(Under Article : A(1) = 17070/- on 16/09/2011

Certificate of Market Value(WB PK)

Addi. Dist. Sub-Registral

Reiganj, Jalpaiguri

1 6 SEP :011

(Narayan Chandra Saha) ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 1 of 2

16/09/2011 13:28:00