

3463

T-3501

(B)

भारतीय नै न्यायिक INDIA NON JUDICIAL

रु.5000

पाँच हजार रुपये

Rs.5000

FIVE THOUSAND RUPEES

INDIA

अधिवक्ता पश्चिम बंगाल WEST BENGAL

A 249368



certified that the document is admitted
to registration the signature sheet and
the enclosures attached to this
document are the part of this document

Additional Dist Sub- Registrar
Rajganj, Jalpaiguri

02 MAY 2012

DEED OF CONVEYANCE

THIS INDENTURE MADE THIS THE 20th DAY OF
APRIL 2012 (TWO THOUSAND TWELVE).

Cont.P/2

Vist. Commission Case No

20472 For 2012Paid J (1) Rs 250J (2) Rs 1500P. T. A. Rs 0Total Rs. 1750

No. 1006 Date 18.4.12

Sum Rs. 1000 by Mr. A. K. Singh
 of Patna
 Value Rs. 1000 Rs. 1000 only

Govt. Stamp Vendor
Bagdogra
Licp. No- 546/RM
07 / Darjeeling

Brayley, Samuel



7351

Wesleyan School



Chander Bham
S/o. Sri H. L. Bham
P.O. Seroke Road
P.c. Bhaktinagar
Dist. Jalpaiguri

Additional Dist. Sub-Registrar
Raiganj, Jalpaiguri

27 APR 1972

Baranagar Agard.

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TOTAL CONSIDERATION	: RS.68,00,000/-
AREA OF LAND	: 70 DECIMAL
PLOT NO.	: 99/314
KHATIAN NO.	: 33 (NOW 33/1)
SHEET NO.	: CS 4 RS 5
J.L. NO.	: 2
MOUZA	: DABGRAM
PARAGANA	: BAIKUNTHAPUR
POLICE STATION	: BHAKTINAGAR
DISTRICT	: JALPAIGURI
WITHIN THE AREA OF SILIGURI MUNICIPAL CORPORATION	

Cont.p/3

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B E T W E E N

SRI BHAGIRATH AGARWALA @ BHAGIRATH AGARWAL S/o Late Tara Chand Agarwal, Hindu by religion, Indian By Nationality, Business by occupation, Resident of 13, Camac Street, P.O. & P.S. Shakespere Sarani, Kolkata-17 in the State of West Bengal --- 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**.
PAN:ACZPA 4354Q

. A N D

KAMAKHYA INFRAREALTY PRIVATE LIMITED a private Limited Company incorporated under the provision of the Companies Act 1956, bearing Certificate of Incorporation No. U70109WB2011PTC164218 of 2011-2012 having its administrative Office at Prakashdeep Building, 3rd Floor, Sevoke Road, P.O. & P.S. Siliguri in the District of Darjeeling --- hereinafter called **SECOND PARTY/PURCHASER** which expression shall mean and include unless excluded by or repugnant to the context its Directors, office bearers, executors, successors, administrators, representatives and assigns) of the **SECOND PART** represented by one of its Director **SRI SURESH KUMAR AGARWAL** S/o Amilal Agarwal, Hindu by religion, Indian by Nationality, Director of the above named Company by occupation, resident of Church Road, Siliguri, P.O. & P.S. Siliguri in the District of Darjeeling.

PAN: AAECK 3954A

Cont.p/4

WHEREAS:

A) One PARASH MANI PRADHAN was the recorded owner of all that piece and parcel of land being Plot No. 99/314 of sheet No. 5 recorded in Khatian No. 33/1 of Mouza - Dabgram in the District of Jalpaiguri.

B) By virtue of a Registered Deed of Conveyance dated 9th March, 1959 duly registered at the office at the District Sub-Registrar, Jalpaiguri and recorded in Book No. I, Volume No. 24 Pages 46 to 48 Being Deed No. 1207 for the year 1959 and made between PARASH MANI PRADHAN referred to as the Vendor of the One Part and BHAGIRATH AGARWALA @ BHAGIRATH AGARWAL (the Vendor herein) therein referred to as the Purchaser of the Other part the said PARASH MANI PRADHAN for the consideration therein mentioned sold transferred conveyed assured and assigned unto and in favour of the Vendor herein ALL THAT the piece and parcel of land classified as 'Sahari' containing by ad measurement an area of 208 Decimal comprised in and forming part of Plot Number Dag No. 99/314 Sheet No. 4 now 5 Khatian No. 33 now 33/1 situated in Mouza - Dabgram, J. L. No. 2 Pargana - Baikunthapur, P.S. Bhaktinagar in the District of Jalpaiguri and hereinafter for the sake of brevity collectively referred to as the '**LARGER PROPERTY**' free from all encumbrances, charges etc.

C) The from the date of purchase Vendor remained and continues to remain in exclusive possession and enjoyment of the said LARGER Property.

D) The Vendor is thus absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said entire Property, free from all encumbrances, charges, liens, lispendens, attachments, trusts whatsoever or howsoever.

WHEREAS:

A. The Vendor herein has held out, represented before and assured the Purchaser and warranted in favour of the Purchaser, inter alia, as follows:

i) That the Vendor herein is seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner / raiyat to **ALL THOSE** pieces and parcels of land, as more fully described in the **SCHEDULE** hereunder written absolutely and forever.

ii) That the said Larger Property is free from all encumbrances mortgages charges liens lispendens cases vestings attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments and liabilities whatsoever or howsoever;

iii) That the Vendor has duly made payment of the Khajana in respect of the said Larger Property;

iv) That no part or portion of the said Larger Property has ever vested in the State under the provisions of the West Bengal Land Reforms Act, 1955 or any other act or statute applicable to the said larger landed property.

v) That the Vendor has never held nor hold any excess land within the meaning of the West Bengal Land Reforms Act, 1955 or any other act or statute applicable to the said Larger Property, nor did the predecessors-in-title or interest of the Vendor ever held any excess land within the meaning of the said Acts or any other act or statute applicable to the said Larger Property;

Shri. S. S. S. S. S.

vi) That the said Larger Property or any portion thereof is not affected by any notice or scheme or alignment of any Development Authority or the Government or any other Public Body or Authority;

vii) That no declaration has been made or published for acquisition or requisition of the said Larger Property or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said Larger Property or any portion thereof is not affected by any notice of acquisition or requisition or alignment under any act or case whatsoever;

viii) That the said Larger Property or any portion thereof is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demand Recovery Act or any other Acts or Case or otherwise whatsoever or howsoever and there is no Certificate case or proceeding against the Vendor for realization of taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force;

ix) That there is no impediment or restriction under any law for the time being in force in the Vendor selling conveying and transferring the aforesaid Larger Property or any part or share therein;

x) That no person has ever claimed any right title interest or possession whatsoever in the said Larger Property or any part thereof by any means nor is the Vendor aware of any such claim, notice, suit or proceeding and that save and except the Vendor, no other person can claim any right title or interest whatsoever in the said Larger Property or any part thereof;

Handwritten signature or initials in the right margin.

xi) That the said Larger Property or any part thereof is not affected by or subject to (a) any mortgage including mortgage by deposit of title deeds or anomalous mortgage under the Transfer of Property Act, (b) any charge lien lispendens or annuity, (c) any right of residence or maintenance under any testamentary disposition settlement or other documents or under any law, (d) any trust resulting or constructive arising under any debutter name benami transaction or otherwise, (e) any debutter wakf or devseva, (f) any attachment including attachment before judgement of any Court or authority, (g) any right of way water light support drainage or any other easement with any person or property, (h) any right of any person under any agreement or otherwise, (i) any burden or obligation other than payment of Khajana / Revenue, (j) any other encumbrance of any kind whatsoever or any decree or order including any injunction or prohibitory order;

B. The Vendor, being in need of money, approached the Purchaser and offered to sell transfer convey assign and assure **All That** piece or parcel of land as more fully described in the schedule below forming part and parcel of the aforesaid larger property herein to the Purchaser and relying on, amongst others, the representations assurances declarations and confirmations made and/or given by the Vendor and believing the same to be true and correct and acting on faith thereof, the Purchaser agreed to purchase and acquire the said Property from the Vendor absolutely and forever free from all encumbrances mortgages charges liens lispendens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever for the consideration and on the terms and conditions mutually agreed upon by and between the parties hereto.

C. The Purchaser has at or before execution of this deed of sale paid to the Vendor the entire amount of the said mutually agreed consideration and has called upon the Vendor to grant this conveyance in favour of the Purchaser.

I. **NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the sum of Rs.68,00,000/- (Rupees Sixty Eight Lakhs) only by draft and well and truly by the Purchaser to the Vendor paid at or before the execution hereof (the receipt whereof the Vendor doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof acquit release and forever discharge the Purchaser and the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be) the Vendor doth hereby indefeasibly and absolutely grant sell convey transfer assign and assure unto and to the Purchaser **ALL THAT** below schedule Property, being part of Larger Property **and** all ownership share rights title and interest of the Vendor and/or his predecessors in title in the Dag comprised in the said Larger Property, with all ownership rights title and interest to own hold possess use and enjoy the same **TOGETHER WITH** like share in all ownership share rights title and interest whatsoever or howsoever of the Vendor in or upon the roads, paths and passages leading to and/or abutting and/or appertaining to the said Property and/or meant for beneficial use and enjoyment of the said Property **TOGETHER WITH** all and singular the intangible assets edifices fixtures gates courts courtyards compound areas sewers drains ways paths passages fences hedges ditches trees walls water courses lights and all manner of former and other rights liberties benefits privileges easements quasi-easements appendages and appurtenances whatsoever

belonging or in any way appertaining thereto or reputed or known to be part or parcel or member thereof which now is or are or heretofore were or was held used occupied or enjoyed therewith **TOGETHER WITH** all legal incidents thereof **AND** reversion or reversions remainder or remainders and rents issues and profits thereof and all and every part thereof **AND** all the Raiyati and other estate right title interest use trust property claim and demand whatsoever both at law or in equity of the Vendor into out of or upon the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be **TOGETHER WITH** all deeds pattahs muniments writings and evidences of title in anywise relating to or connected with the said Property or any part thereof which now are or is or hereafter may be in possession power custody or control of the Vendor or any person or persons from whom the Vendor may procure the same without any action or suit at law or in equity **TO HAVE AND TO HOLD** the same unto and to the use of the Purchaser absolutely and forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same and free from all encumbrances mortgages charges liens lispendens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever.

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10/10/2018

II. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

(i) **THAT** notwithstanding any act deed matter or thing by the Vendor done committed executed or knowingly permitted or suffered to the contrary the Vendor is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the properties benefits and right hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be without any manner of encumbrances charges conditions uses trusts or any other thing whatsoever to alter defeat encumber or make void the same;

(ii) **AND THAT** the Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any part thereof can or may be impeached encumbered or affected in title;

(iii) **AND THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Vendor has good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure all the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid according to the true intent and meaning of these presents;

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5/25/2011

(iv) **AND THAT** the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured, or expressed or intended so to be now are free from all encumbrances mortgages charges liens lispendens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully rightfully or equitably claiming any estate or interest therein through under or in trust for the Vendor or the Vendors' predecessors-in-title.

(v) **AND THAT** the Purchaser shall or may at all times hereafter peaceably and quietly hold use possess and enjoy the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons having or lawfully rightfully or equitably claiming as aforesaid and free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendor and all person or persons having or lawfully rightfully or equitably claiming as aforesaid and effectually saved defended kept harmless and indemnified of from and against all manner of former and other estate right title interest charges mortgages leases tenancies encumbrances restrictions restrictive covenants liens attachments lispendens uses debutters trusts bargadars bhagchasis acquisition requisition alignment claims demands and liabilities whatsoever or howsoever created by the Vendor or any person or persons claiming as aforesaid.

(vi) **AND THAT** the Vendor and all person or persons having or lawfully rightfully or equitably claiming any estate or interest in the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be through under or in trust for the Vendor or the Vendor's predecessors-in-title shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts deeds and things for further better and more perfectly assuring the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid as shall or may reasonably be required by the Purchaser.

(vii) **AND THAT** the Vendor shall from time to time and at all times hereafter unless prevented by fire or other inevitable accident upon every reasonable requests and at the costs and expenses of the Purchaser produce or cause to be produced to the Purchaser or its agent or agents or any person or persons as the Purchaser may direct or appoint or in any suit or proceeding or otherwise the documents-of-title relating to the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be, which shall not have been expressly found to be delivered by the Vendor to the Purchaser, and will permit such documents-of-title to be examined, inspected and given in evidence and will also at the like requests and costs make and furnish such true or attested or otherwise copies of or extracts or abstracts from such documents of title as may be required by the Purchaser and will at all times hereafter keep such documents-of-title safe unobliterated and uncanceled.

(viii) **AND ALSO THAT** the Vendor at all times hereafter indemnify and keep saved harmless and indemnified the Purchaser and the Purchaser's successors or successors in title and interest against all losses, damages, costs, charges, expenses, claims, demands and consequences if any suffered by the Purchaser or the Purchaser's successors or successors in title or interest by reason of any defect in the title of the Vendor to the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or by reason of any of the representations declarations and assurances made and/or given by the Vendor to the Purchaser being found to be untrue, incorrect, false or misleading.

III. AND THE VENDOR DOTH HEREBY FURTHER DECLARE AND ASSURE THE PURCHASER as follows:

i) **THAT** the Vendor is and shall always be liable for payment of all arrears of rates, taxes, khajana, land revenue and other outgoings and impositions payable in respect of the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be for the period upto the date hereof, whether demanded or not till date by the authorities concerned, and all such outgoings shall be forthwith paid by the Vendor on a demand being made by the Purchaser and the Vendor shall indemnify and keep saved harmless and indemnified the Purchaser in respect thereof, as also for all losses damages claims demands consequences and proceedings as may be suffered by the Purchaser due to non-payment or delay in payment thereof;

ii) **AND THAT** there is no Bargadar or Bhag Chasi in the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or in any part thereof;

iii) **AND THAT** the Vendor has duly complied with all provisions of the West Bengal Land Reforms Act, 1955 before offering the said Property to the Purchaser and the Vendor doth hereby further agree covenant and undertake to indemnify to keep saved harmless and indemnified the Purchaser herein against all claims, demands, injury, loss or any other harmful action against the Purchaser by any person claiming any right on the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be.

iv) **AND THAT** the Vendor shall sign execute and deliver all papers documents instruments and writings and assist in all manner as may be required by the Purchaser herein from time to time for having the name of the Purchaser mutated in respect of the said Property hereby sold and conveyed;

THE SCHEDULE ABOVE REFERRED TO:

All that piece and parcel of the vacant land measuring 70 (Seven Zero) Decimal appertaining to and forming part of Plot No. 99/314 (Nine Nine by Three One Four) of Sheet No. 5 (Five) recorded in Khatian No. 33/1 (Three Three by One) of Mouza - Dabgram, J.L. No. 2 (Two), Pargana - Baikunthapur, P.S. Bhaktinagar in the District of Jalpaiguri. Classification of Land: Bastu/Sahari.

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

BY THE NORTH : LAND OF VENDOR SOLD TO SEVOKE ESTATE
PVT.LTD,

BY THE SOUTH : SOLD LAND OF BHARAT CHANDRA ROY & OTHERS,

BY THE EAST : LAND OF VENDOR SOLD TO PURCHASER,

BY THE WEST : LAND OF PLOT NO.313,

IN WITNESS WHEREOF the Vendor does hereunto set his hands on the day, month and year first above written.

WITNESSES:-

1.

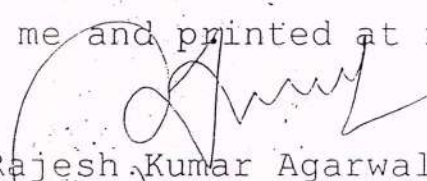
Chander Bham
Sp. Sec. H. L. Bham
P.O. Sevoke Road
P.S. Bhakti Nagar
Dist. Jalpaiguri.



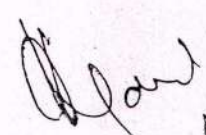
V E N D O R

2. Lakshmi Kumar Shastri
S/O - Lt Malchand Shastri
P.O. Sevoke Road
Siliguri.

Drafted by me and printed at my office.


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

3.


Rajesh Kumar Agarwal
S/O - Lt Malchand Shastri
P.O. Sevoke Road
P.S. Bhakti Nagar
Dist. Jalpaiguri.

RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs.68,00,000/- (Rupees Sixty Eight Lakhs) only being the consideration in full payable under these presents as per memo written hereinbelow:

DETAILS OF PAYMENT

Date	D.D.No.	Amount
27.04.2012	196886	68,00,000.00
		=====

B. S. Singh

FINGER IMPRESSION

THUMB

FORE FINGER

MIDDLE FINGER

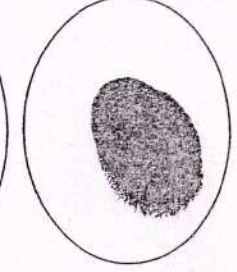
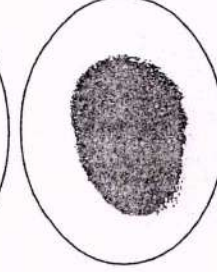
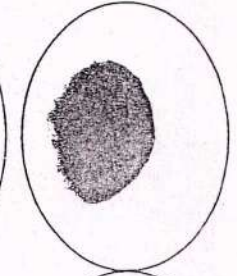
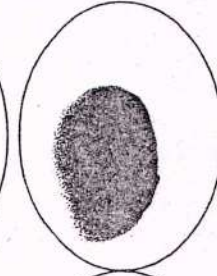
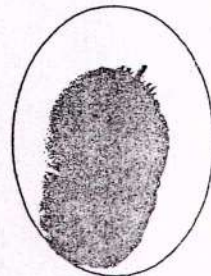
RING FINGER

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B. Singh

SIGN. WITH DATE

THUMB

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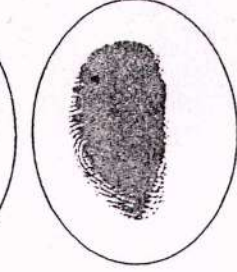
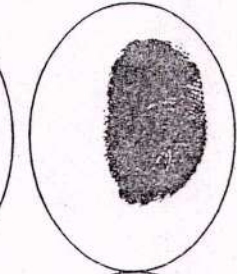
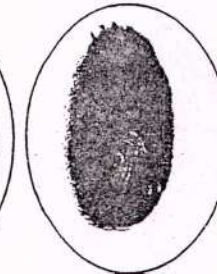
RING FINGER

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SIGNATURE OF R.O.

Suresh K. Singh

SIGNATURE WITH DATE

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

Endorsement For Deed Number : I - 03501 of 2012
(Serial No. 03463 of 2012)

On

Payment of Fees:

On 28/04/2012

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

Presented for registration at 10.30 hrs on :28/04/2012, at the Private residence by Sri Bhagirath Agarwala Alias Bhagirath Agarwal, Executant.

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

Execution is admitted on 28/04/2012 by

1. Sri Bhagirath Agarwala Alias Bhagirath Agarwal, son of Late Tara Chand Agarwal , 13, Camac Street,, District:-Kolkata, WEST BENGAL, India, P.O. :-Shakespere Sarani Pin :-700017 , By Caste Hindu, By Profession:- Business

Identified By Chander Bhan, son of Sri H. L. Bhan, Thana:-Bhaktinagar, District:-Jalpaiguri, WEST BENGAL, India, P.O. :-Sevoke Road , By Caste: Hindu, By Profession: Others.

(Narayan Chandra Saha)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 02/05/2012

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. 0.00/-, on 02/05/2012

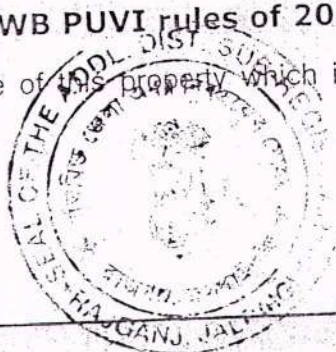
Amount by Draft

Rs. 168938/- is paid , by the draft number 0215196888, Draft Date 27/04/2012, Bank Name State Bank of India, COMMERCIAL BR, SILIGURI, received on 02/05/2012

(Under Article : A(1) = 168938/- on 02/05/2012)

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.-1,53,58,388/-



Additional Dist. Sub-Registrar
Raiganj, Jalpaiguri

(Narayan Chandra Saha)

ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 1 of 2

02/05/2012 18:08:00



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

Endorsement For Deed Number : I - 03501 of 2012
(Serial No. 03463 of 2012)

Certified that the required stamp duty of this document is Rs.- 1075087 /- and the Stamp duty paid as:
Impressive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 1070090/- is paid, by the draft number 0215196887, Draft Date 27/04/2012,
Bank Name State Bank of India, COMMERCIAL BR, SILIGURI, received on 02/05/2012

(Narayan Chandra Saha)
ADDITIONAL DISTRICT SUB-REGISTRAR



Additional Dist. Sub-Registrar
Rajganj, Jalpaiguri

02 MAY 2012

(Narayan Chandra Saha)
ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 2 of 2

Registered in Book - I
CD Volume number 10
Page from 3859 to 3879
being No 03501 for the year 2012.



[Signature]
Additional Dist Sub-Registrar
Rajganj, Jalsaugur

02 MAY 2012

(Narayan Chandra Saha) 02-May-2012
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. RAJGANJ
West Bengal