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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

N 343626

28/3  
20.07.13  
27.9.13



Savitribha Devi Agaswal

Certified that the document is admitted to Registration and the Signature Sheet and the Endorsement Sheet attached to this Document are part of this Document

District Sub-Judge

- 1 APR 2013

# DEED OF SALE

Visit Commission Case No. 389-more-  
.....for 12

Fees Paid- (1) Rs. 250  
J(2) Rs. 165  
P.T.A. Rs. 45

Total Rs.

District SJD-Registrar  
02 MAR 2013

for

*Salimkhal-Devi Agarwal*

## DEED OF SALE

THIS DEED OF SALE MADE THIS THE 28th DAY OF MARCH, 2013 AT  
SILIGURI.

|                         |   |                                      |
|-------------------------|---|--------------------------------------|
| <u>LAND MEASUREMENT</u> | : | 14 Kathas 09 Chakaks or 0.2402 Acres |
| <u>PLOT NO</u>          | : | RS 14/117 & 13/114                   |
| <u>KHATIAN NO.</u>      | : | RS 119                               |
| <u>MOUZA</u>            | : | DABGRAM                              |
| <u>J.L. No.</u>         | : | 02                                   |
| <u>POLICE STATION</u>   | : | BHAKTINAGER                          |
| <u>PARGANA</u>          | : | BAIKUNTHPUR                          |
| <u>WARD NO.</u>         | : | XLII (Forty Two) of SMC              |
| <u>DISTRICT</u>         | : | JALPAIGURI                           |
| <u>CONSIDERATION</u>    | : | Rs. 80,59,329/-                      |

BETWEEN

BAJARANGBALI MARKETING PRIVATE LIMITED, a company registered under the Companies Act, 1956 having its Certificate of Incorporation Number U52399WB2007PTC120938 and registered office at 1<sup>st</sup> Floor, Gopal Bhawan, Church Road, Siliguri, District Darjeeling, herein represented by its authorized person, Sri Ajay Agarwal, son of late Omprakash Agarwal, Hindu by faith, Business by occupation, resident of Sevoke Road, Post- Office &, Police-

-more-

*Agarwal*

Shakuntala Devi Agarwal

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Station Siliguri, District Darjeeling, Indian by Nationality, hereinafter called as the **"PURCHASER"**, the expression which shall unless excluded by or repugnant to the subject or context mean and include its representatives, administrators, executors, successors and assigns of the **ONE PART. ( PAN: AADCB4483C)**

A N D

**SRIMATI SHAKUNTALA DEVI AGARWAL, WIFE OF SRI SHIV KUMAR AGARWAL**, Hindu by faith, House-Wife by occupation, resident of Dasarathpally, Ward No. 44 of Siliguri Municipal Corporation, Post-Office Sevoke Road, Police-Station Bhaktinager, District Jalpaiguri, Indian by Nationality, hereinafter called as the **"VENDOR"**, the expression of which shall unless excluded by or repugnant to the subject or context mean and include her legal heirs, representatives, administrators, executors and assigns of the **OTHER PART. (PAN: ACRPA8361R)**

**WHEREAS** : one Bhupen Kumar Roy, son of late Tarini Kumar Roy was absolute owner-in-possession and recorded owner of land measuring 1.66 acres appertaining to forming part of Plot Nos. 12/113, 13/114, 14/117 & 15/118 in Sheet No. 04 described in Khatian No. 119 situate within Mouza Dabgram, Pargana Baikunthpur, Police-Station Bhaktinager, District Jalpaiguri and being absolute owner of said land measuring 1.66 acres, the said Bhupen Kumar Roy sold the the said land for valuable consideration to one Man Singh Gurung through registered deed of sale Being No. 5053 for the year 1984 registered at the office of Sub-Registrar, Jalpaiguri and whereas the said Man Singh Gurung after purchase of the said land measuring 1.66 acre and being owner-in-possession of the same, he sold the said land measuring 1.66 acre to one Prayag Chandra Mundra, son Surajmal Mundra for valuable consideration through registered deed of sale Being

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*Donor*

Sakuntala Devi Agarwal

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no. 2768 dated 18.07.1986 at the office of Additional District Sub-Registrar, Jalpaiguri and since then the said Prayag Chandra Mundra was in absolute and physical possession of said purchased land free from all encumbrances whatsoever.

**AND WHEREAS:** one Durga Dutt Mundra, son of Surajmal Mundra has also acquired by purchase of land measuring 1.75 acres appertaining to and forming party of RS plot nos. 14/117 & 15/118 in RS Khatian No. 119, Sheet No. 04 situate at Mouza Dabgram, Police-Station Bhaktinager, District Jalpaiguri from the recorded owner, Bhupen Kumar Roy, son of Tarini Kumar Roy through registered deed of sale Being No. 4767 for the year 1986 described in Book No. I, Volume No. 43 in Pages 475 to 482 registered at the office of District Sub-Registrar, Jalpaiguri.

**AND WHEREAS:** being absolute owner in possession of respective lands AND out of their said total lands, the said Prayag Chandra Mundra and Durga Dutt Mundra sold land measuring 14 Katahas 09 Chataks appertaining to and forming part of RS Plot No. 14/117 & 13/114 in RS Khatian No. 119, Sheet No. 04, J.L.No. 02 situate at Mouza Dabgram, Pragana Baikunthpur, Police-Station Bhaktinager, District Jalpaiguri to Smt. Shakuntala Devi Agarwal, wife of Sri Shiv Kumar Agarwal, the present vendor, for valuable consideration through registered sale deed Being No. 4253 for the year 2003 described in Book No. I, Volume No. 54 in Pages 353 to 358 registered at the office of the District Sub-Registrar, Jalpaiguri and since then the vendor having permanent, heritable and transferable right, title and interest unto the said land measuring 14 Katahas 09 Chataks and every part thereof by virtue of said purchase became absolute owner thereof free from all encumbrances, demands, claims, charges, lien, lispendences whatsoever and she has been in khas and physical possession of the said land and every part thereof and she has been enjoying and exercising all rights, titles and interests

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Agarwal

unto the said land and every part thereof as an absolute owner free from all encumbrances whatsoever

**AND WHEREAS:** the vendor becoming absolute owner of said land measuring 14 Katahs 9 Chataks or 0.2402 acre in the manner aforesaid, has offered to sell said entire land for consideration of 80,59,329/- (eighty lakhs fifty nine thousand three hundred twenty nine only) considering the same as highest market value at present.

**AND WHEREAS:** the purchaser is in need of suitable land for its business or other purposes as such the purchaser has agreed to purchase the said land measuring 14 Katahas 09 Chataks, described fully in the schedule herein below and herein after referred as the said land, for said sums from the vendor.

**AND WHEREAS :** in pursuance of said offer and acceptance, the vendor has agreed to sell the said land measuring 14 Katahas 09 Chataks for said consideration to the purchaser and the purchaser has agreed and accepted to purchase the said land for said sum from the vendor.

**NOW THIS INDENTURE OF SALE WITNESSETH**

**THAT :** in pursuance of the said offer and acceptance and in consideration of Rs. 80,59,329/- (Rupees eighty lakhs fifty nine thousand three hundred twenty nine) only paid by the purchaser to the vendor, the receipt of which sum the vendor doth hereby acknowledge and admit and of and from the same release and discharge the purchaser and the said land, the said vendor as beneficial owner doth hereby grant, convey, transfer, assign and assure unto the said purchaser the said land free from all encumbrances whatsoever, described

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Sakuntala Devi Agarwal

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fully in the schedule herein below together with all ways, passages, drains, watercourses with the benefits of all rights, liberties, easements, appendages, appurtenances and other facilities thereof and therein and all estate, right, title, interest, property, claim whatsoever of the vendor in the said land free from all encumbrances and attachments whatsoever **TO HAVE AND HOLD** the said land hereby conveyed to the purchaser absolutely and forever and the vendor has handed over the peaceful vacant possession of the said land to the purchaser simultaneously with the execution of these presents.

The vendor doth hereby covenant with the purchaser that the interest which the vendor profess to transfer that subsists and the vendor has full power and authority to transfer the said land to the purchaser in the manner aforesaid and the vendor or any person claiming under her shall and will from time to time at all times hereafter at the request and cost of the purchaser do and execute all such deeds and matters and things whatsoever for further and more effectually assuring the title, enjoyment and possession of the purchaser thereof and therein as shall and may be required and permitted.

It is further covenanted by the vendor that the said land forming part of the subject matter of these presents is free from all encumbrances and defects in title and the same has been in absolute, uninterrupted, continuous possession and enjoyment of the vendor ever since the said land has been acquired by the vendor in the manner aforesaid and that there exists no charges, mortgages, attachments or any other encumbrances whatsoever on the said land or any part thereof and if it transpires otherwise then the vendor shall be liable to make good the same and refund the full or part consideration money as the case may

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Agarwal

Savitribadevi Devi Agarwal

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be with interest thereon prevailing at that time to the purchaser and the vendor shall indemnify and keep indemnified the purchaser from the same.

The vendor further covenants that all rents and other public charges payable for the said land have been paid and all other conditions required to be observed and performed have been performed and observed and that the said land is not subject to acquisition or requisition by the Government and/or any authority and that recitals made herein are true and in case it transpires otherwise then the vendor shall indemnify the purchaser from the same and for any loss resulting thereof and she shall also compensate the purchaser for the loss or injury suffered by the purchaser there from. The vendor doth hereby declare and agree that she has not entered into any binding contract with any other person in respect of the said land.

**SCHEDULE OF THE LAND ABOVE REFERRED TO:**

All that piece or parcel of vacant land measuring 14 Kataha 09 Chataks more or less 0.2402 Acre appertaining to and forming part of RS Plot No. 14/117 (land measuring 14 Kathas 03 Chataks) & 13/114 (land measuring 06 Chataks) in RS Khatian No. 119, J.L. No. 02, Sheet No 04 situate at Mouza Dabgram, Police-Station Bhaktinager, Sub-Division & District Jalpaiguri, Pargana Baikunthpur within Ward No. 42 of Siliguri Municipal Corporation, Siliguri. The proportionate rent of which is payable to the Government of West Bengal through B.L.L.R.O., Rajganj. The sold land is delineated and described in the map annexed herewith forming part of these presents and the said land is butted and bounded on the EAST: 28' wide Katcha Road, WEST: land of the purchaser, NORTH: Land of the purchaser, SOUTH: 60' wider Eastern Bypass Road.

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Agarwal

Shakuntala Devi Agarwal

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The above consideration of Rs80,59,329/- paid vide cheque of Oriental Bank of Commerce, Siliguri Being nos 757976 for Rs. 27.00 Lakhs, 757977 for Rs 27.00 Lakhs & 757978 for Rs 26,59,329/- dated 28-03-2013 issued to Smt. Shakuntala Devi Agarwala

IN WITNESSES WHEREOF THE ABOVENAMED VENDOR DO HEREBY SIGN AND PUT HER SEALS THIS THE DAY, MONTH AND YEAR ABOVE FIRST WRITTEN AT SILIGURI.

WITNESSES :

01) Makham ch. Sarkar  
S/o late N.C. Sarkar  
277 H.C. Road,  
P.O. P.S. - Siliguri  
Dist - Darjeeling

02) P.K. Agarwal  
S/o Sri Deokinandan Agarwal  
Sevoke Road P.O. & P.S. Siliguri  
Dist. Darjeeling

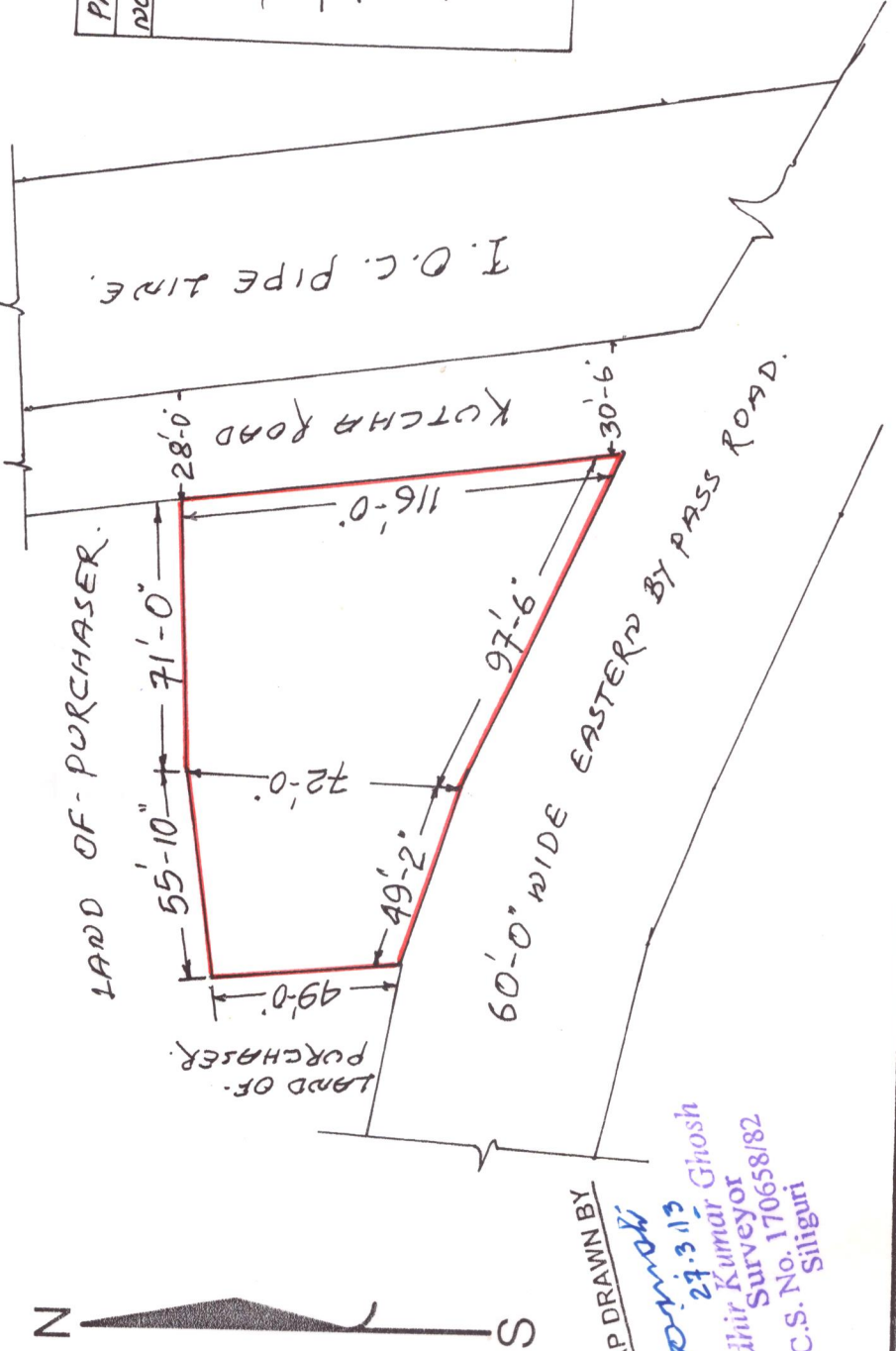
Drafted by me and  
Typed in my office

Vinit Agarwal  
(Vinit Agarwal)  
E.No.F/1074/08

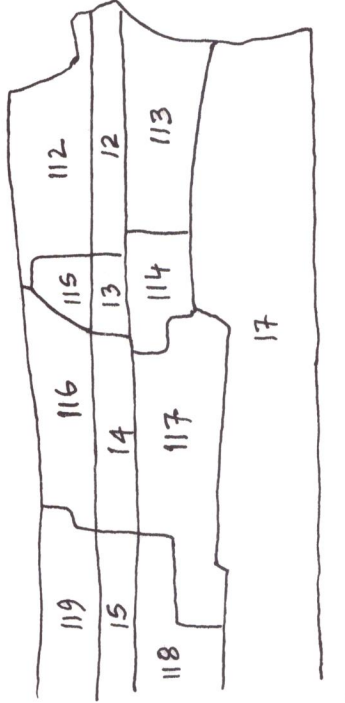
# SITE PLAN

SCALE = 1" (INCH) : 50' (FEET)

| NAME OF PURCHASER                                                                                                       | NAME OF SELLER                                                                                                                                                      | S C H E D U L E O F L A N D |          |          |           |                                                                                 | REMARKS                                     |
|-------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|----------|----------|-----------|---------------------------------------------------------------------------------|---------------------------------------------|
|                                                                                                                         |                                                                                                                                                                     | MOUZA                       | J.L. NO. | WARD NO. | SHEET NO. | KHATIAN NO.                                                                     |                                             |
| BAJRAMS BALI MARKETING PRIVATE LIMITED.<br>OF<br>CHURCH ROAD, SILIGURI<br>P.O. & P.S. - SILIGURI<br>DIST. - DARJEELING. | SMT. SHAKUNTALA DEVI AGARWAL<br>W/O. SRI SHIV KUMAR AGARWAL<br>OF<br>DASHORATH PALLY, WARD NO.- 44 P.O. - SEVOKE ROAD<br>P.S. - BHAKTI NAGAR<br>DIST. - JALPAIGURI. | DABGRAM                     | 2        | 42       | OF SMC.   | AS PER DEED                                                                     | THE SAID LAND HAS BEEN SHOWN BY RED BORDER. |
|                                                                                                                         |                                                                                                                                                                     |                             |          |          |           | 14/117                                                                          |                                             |
|                                                                                                                         |                                                                                                                                                                     |                             |          |          |           | 13/114                                                                          |                                             |
|                                                                                                                         |                                                                                                                                                                     |                             |          |          |           | TOTAL -                                                                         |                                             |
|                                                                                                                         |                                                                                                                                                                     |                             |          |          |           | 14 COTTAGE 3 CHHATAK<br>6 CHHATAK<br>14 COTTAGE 9 CHHATAK<br>OR<br>0.2402 ACRE. |                                             |



PART TRACED MAP OF MOUZA - DABGRAM, SHEET NO.- 4 DT.- JALPAIGURI. SCALE - 16" = 1 MILE.



Sakuntala Devi Agarwal  
SIGNATURE OF SELLER

MAP DRAWN BY  
Sudhir Kumar Ghosh  
27.3.13  
Surveyor  
C.S. No. 170658/82  
Siliguri

## CLAIMANT SHEET



|            | Thumb | Fore Finger | Middle Finger | Ring Finger | Little Finger |
|------------|-------|-------------|---------------|-------------|---------------|
| Left Hand  |       |             |               |             |               |
| Right Hand |       |             |               |             |               |

**Bajrangbali Marketing Pvt. Ltd.**

*Ajit Aggarwal*  
**AUTHORISED PERSON**

**Bajrangbali Marketing Pvt. Ltd.**

*Ajit Aggarwal*  
**AUTHORISED PERSON**  
Signature with date

## EXECUTANT SHEET



|            | Thumb | Fore Finger | Middle Finger | Ring Finger | Little Finger |
|------------|-------|-------------|---------------|-------------|---------------|
| Left Hand  |       |             |               |             |               |
| Right Hand |       |             |               |             |               |

*Sakuntala Devi Aggarwal*

*Sakuntala Devi Aggarwal*  
Signature with date



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

**Endorsement For Deed Number : I - 01151 of 2013**  
**(Serial No. 01127 of 2013 and Query No. L000002790 of 2013)**

**On 28/03/2013**

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

Presented for registration at 20.00 hrs on :28/03/2013, at the Private residence by Smt. Shakuntala Devi Agarwal ,Executant.

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

Execution is admitted on 28/03/2013 by

1. Smt. Shakuntala Devi Agarwal, wife of Sri Shiv Kumar Agarwal , Dasarathpally, Ward No. 44 S. M. C., Thana:-Bhaktinagar, P.O. :-Sevoke Road ,District:-Jalpaiguri, WEST BENGAL, India, , By Caste Hindu, By Profession : House wife

Identified By Makhan Ch. Sarkar, son of Late N. C. Sarkar, 277 H. C. Road, Thana:-Siliguri, P.O. :-Siliguri ,District:-Darjeeling, WEST BENGAL, India, , By Caste: Hindu, By Profession: Business.

( Subhas Chandra Sarkar )  
DISTRICT SUB-REGISTRAR

**On 01/04/2013**

**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 Draft

Rs. 88681/- is paid , by the draft number 444747, Draft Date 28/03/2013, Bank Name State Bank of India, SILIGURI, received on 01/04/2013

( Under Article : A(1) = 88649/- ,H = 28/- ,M(b) = 4/- on 01/04/2013 )

**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.-80,59,329/-

Certified that the required stamp duty of this document is Rs.- 564153 /- and the Stamp duty paid as: Impresive Rs.- 100/-

**Deficit stamp duty**

Deficit stamp duty

1. Rs. 164060/- is paid , by the draft number 444746, Draft Date 28/03/2013, Bank : State Bank of India, SILIGURI, received on 01/04/2013

( Subhas Chandra Sarkar )  
DISTRICT SUB-REGISTRAR



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

**Endorsement For Deed Number : I - 01151 of 2013**  
**(Serial No. 01127 of 2013 and Query No. L000002790 of 2013)**

2. Rs. 400000/- is paid , by the draft number 444745, Draft Date 28/03/2013, Bank : State Bank of India, SILIGURI, received on 01/04/2013

( Subhas Chandra Sarkar )  
DISTRICT SUB-REGISTRAR



( Subhas Chandra Sarkar )  
DISTRICT SUB-REGISTRAR

**Certificate of Registration under section 60 and Rule 69.**

Registered in Book - I  
CD Volume number 3  
Page from 5242 to 5255  
being No 01151 for the year 2013.



  
(Subhas Chandra Sarkar) 01-April-2013  
DISTRICT SUB-REGISTRAR  
Office of the D.S.R. JALPAIGURI  
West Bengal