







OF NOVEMBER IN THE YEAR OF TWO THOUSAND FOUR.

1000Rs.



Area- 20 katha
Price- 12,00,000/Plot No.- R.S. 209
Khatian No.- R.S. 547
Sheet No.- 8
J.L. No.- 2
Mouza- Dabgram
Paragana- Baikunthapur
Police Station- Bhaktinagar
Ward No- 41 of Siliguri Municipal Corporation
District- Jalpaiguri
State- West Bengal

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1000Rs.





BETWEEN

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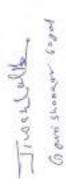
M/S VISHWAKARMA CREATIONS, a partnership firm having its office at Mahabristhan, Rail gate no-1, Siliguri Town, Post office and Police station-Siliguri, District- Darjeeling, herein after called the "PURCHASER" (which expression shall mean and include unless excluded by or repugnant to the context its successors, liquidators, administrators, arbitrators, legal representatives, executors and assigns) of the ONE PART.

The firm is being represented by its partner Sri Deepak Kumar Agarwal son of late Shyam Sundar Agarwal, an Indian citizen, Hindu by religion, business by occupation, resident of Mahabristhan, Rail gate no-1, Siliguri Town, Post office and Police station- Siliguri, District- Darjeeling and his PAN Number is ACZPA 4957D.

### AND

1) JIWAN LAL AGARWAL Son of Late Hiralal Agarwal an Indian citizen, Hindu by religion, Business by occupation, resident of Thirani Mill Complex, Babupara, Siliguri, Post Office and Police station - Siliguri, District- Darjeeling 2) GOURI SHANKAR GOYAL Son of Sri Omprakash Goyal an Indian citizen, Hindu by religion, Business by occupation, resident of Agrasen Road, Khalpara, Siliguri, Post Office and Police station - Siliguri, District- Darjeeling - hereinafter collectively called the "VENDORS" (which expression shall mean and include unless excluded by or repugnant to the context their successors, heirs, administrators, arbitrators, legal representatives, executors and assigns) of the OTHER PART.

WHEREAS the VENDOR no-1 is the absolute and exclusive owner in possession of all that piece of land measuring 0.165 acre or equal to 10 katha in part of R.S. Plot no. 209 recorded in R.S. Khatian No.-547, Sheet No-8 of Mouza – Dabgram, within police station- Bhaktinagar, District – Jalpaiguri. The Vendor has acquired the said area of land by virtue of a Registered Deed of Sale being no.-1-2797 dated-9/9/2004 registered before the office of the Sub-Registrar at Rajganj, District- Jalpaiguri, The said deed executed by Smt. Meena Devi Tewary wife of Seshnath Tewary of Bharatnagar, Siliguri on 23/7/2003 and presented the said deed by the vendor thereof on that day before the said office for its registration and after the payment of deficit stamp duty said deed admitted on 9/9/2004 before the said registration office and from the date of such purchase the vendor no-1 has acquired the said area of land in his khas, actual, physical possession having permanent, heritable, transferable, right, title and interest therein.



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## AND

WHEREAS the VENDOR no- 2 is the absolute and exclusive owner in possession of all that piece of land measuring 0.165 acre or equal to 10 katha in part of R.S. Plot no. 209 recorded in R.S. Khatian No.- 547, Sheet No- 8 of Mouza — Dabgram, within police station- Bhaktinagar, District — Jalpaiguri. The Vendor has acquired the said area of land by virtue of a Registered Deed of Sale being no.- 1-2796 dated- 9/9/2004 registered before the office of the Sub-Registrar at Rajganj, District- Jalpaiguri, The said deed executed by Sri Jagadish Parek son of Late Ganpatram Parek of Bharatnagar, Siliguri on 23/7/2003 and presented the said deed by the vendor thereof on that day before the said office for its registration and after the payment of deficit stamp duty said deed admitted on 9/9/2004 before the said registration office and from the date of such purchase the vendor no-2 has acquired the said area of land in his khas, actual, physical possession having permanent, heritable transferable, right, title and interest therein.

AND

WHEREAS Smt. Meena devidewary and one Samir Kumar Dutta son of Late Keshablal Dutta were jointly acquired a piece of land measuring 20 katha in part of plot no-209, recorded in khatian no- 547, sheet no-8 of mouza- Dabgram, police station- Bhaktinagar, District- Jalpaiguri by virtue of a registered deed of sale being no-1- 67 dated 4/1/1994, registered before the office of the Dsitrict Sub-Registrar at Jalpaiguri and said Smt. Meena Devi Tewary sold her share portion of land measuring 10 katha in the said plot to the vendor no-1 hereof.

## AND

WHEREAS said Samir Kumar Dutta sold his share portion of land measuring 10 katha in the said plot to Sri Jagadish Parek son of Ganpatram. Parek of Siliguri by virtue of a registered deed of sale being no- 1- 83 dated 6/1/1994, registered before the office of the 2<sup>nd</sup> Sadar Joint Sub-Regsitrar of Jalpaiguri at Rajganj and said Jagadish Parek sold his purchased portion of land measuring 10 katha in said plot to the vendor no-2 hereof.

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## AND

WHEREAS said Meena Devi Tewary and Samir Kumar Dutta were acquired the aforesaid area of land measuring 20 katha from Smt. Hansa Agarwalla wife of Sri Din Dayal Agarwal resident of 575, Gurunanak Nagar, Siliguri, by virtue of aforesaid registered deed of sale being no-1- 67 dated 4/1/1994 and said Smt. Hansa Agarwalla had acquired the aforesaid area of land measuring 20 katha by virtue of a registered deed of sale executed by Sri Nikash Barua and Sri Dipankar Barua both are sons of Sri Hemendra lal Barua (H.L. Barua) of Ashrampara, Siliguri and said deed was registered on 22/7/1988 at the office of the Additional District-Sub-Registrar at Jalpaiguri being document no-1-4684 for the year of 1988.

AND

WHEREAS said Sri Dipankar Barua and acquired aforesaid land measuring 10 katha by virtue of a registered deed of sale executed by Smt. Ajit Kaur wife of Sardar Kundan Singh of Sevoke Road, Siliguri and said deed was registered on 22/5/1979 at the office of the District-Sub-Registrar at Jalpaiguri being document no-1-3795 for the year of 1979 and said Nikash Barua had acquired aforesaid land neasuring 10 katha by virtue of a registered deed of sale executed by Smt. Ajit Kaur wife of Sardar Kundan Singh of Sevoke Road, Siliguri and said deed was registered on 22/5/1979 at the office of the District-Sub-Registrar at Jalpaiguri being document no-1-3796 for the year 1979.

" AND

WHEREAS said Smt. Ajit Kaur had acquired the aforesaid sold area of land from Karbaria Singh @Das by virtue of a registered deed of sale being no-I-2561 dated 7/5/1958, registered before the office of the District-Sub-Registrar at Jalpaiguri in book no-1, volume no-35, pages-5 to 8 for the year of 1958 and said Karbaria Singh @Das was the recorded owner of the said plot being no-209, recorded in his name in khatian being no-547, sheet no-8 of mouza- Dabgram, police station- previously Rajganj at present Bhaktinagar, District- Jalpaiguri.



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#### AND

WHEREAS the vendor no- 1 is the owner in possession of the schedule A area of land and the vendor no-2 is the owner in possession of the schedule B area of land. The vendors being in need of money for their future plan have firmly and finally decided jointly to sell their 0.33 acre or equal 20 katha of land as fully mentioned in the separate A and B schedule herein below which is under R.S. plot no.- 209 recorded in R.S. khatian no.- 547, sheet no.- 8 of mouza- Dabgram, police station- Bhaktinagar, District-Jalpaiguri and have offered for absolute sale of their aforesaid 0.33 acre of land or equal to 20 katha as fully described in the schedule A and B herein below and declaring the same is free from all encumbrances and charges whatsoever.

#### AND

WHEREAS the purchaser being in need of a suitable plot of land in that area for its future project has agreed to purchase the said area of land measuring 0.33 acre which is land R.S. plot no - 209 recorded in R.S. khatian no - 547, sheet no - 8 of mouza- Dabgram, police station-Bhaktinagar, District- Jalpaiguri as fully mentioned in the schedule herein below and offered a sum of Rs. 42;00,000 (Rupées, Twelve lacs) only to the vendors as the total price of the said area of land is totally free from all encumbrances and charges whatsoever.

#### AND

WHEREAS the vendors considering the price so offered by the purchaser as fair, reasonable and highest in view of the prevailing market rate and has firmly and finally agreed to sell their said area of land measuring 0.33 acre or equal to 20 katha which is under R.S. plot no. - 209 recorded in R.S. khatian no. - 547, sheet no. - 8 of mouza- Dabgram, police station-Bhaktinagar, District-Jalpaiguri as fully described in the schedule A and B herein below and clearly shown in the annexed sketch map delineated by red border line to the PURCHASER at or for the total price of Rs. 12,00,000/- (Rupees, Twelve lacs) only which is free from all encumbrances and charges whatsoever.

NOW THIS INDENTURE OF SALE WITNESSETH that in pursuance of the said offer and acceptance and also in consideration of Rs. 12,00,000/-(Rupees. Twelve lacs) only paid by the purchaser to the Vendors in equal share by cheque (the receipt whereof the vendors do hereby acknowledge as having received and the vendors also grants full discharge to the purchaser from the payment thereof) the Vendors do hereby grant, convey, assign and transfer unto the purchaser the aforesaid land measuring 0.33 acre fully described in the schedule A and B herein below and clearly shown in the annexed sketch map delineated by red border line marked as A and B and make over possession thereof unto and in favour of the purchaser absolutely and forever TO HAVE AND TO HOLD the same as an absolute estate by the purchaser as exclusive owner thereof, peaceably and quietly with permanent, heritable and transferable right and without any claim objection, interference or interruption from the vendors or any person or persons claiming under them subject to the payment of land Revenue and other taxes to the Superior landlord now the Govt. of West Bengal.

The vendors declares that the interes which they professes to transfer hereby subsists as on the date of these projects and that there exists no previous transfer, mortgage, lease, contract for sale of therwise by the vendors in favour of any other person or purty aspecting the said below scheduled land and that the recitals made here a latow are all true in the event of any contrary is proved the vendors shall be liable for false recitals and shall also be liable to make good the losses which the purchaser may suffer or sustain in consequence thereof. The vendor no-1 and 2 hereof jointly declare that they are Income Tax payee and their PAN No- is ACBFASSISE.

The Vendors further covenant with Purchaser that if for any defect of title of the said below A and B scheduled land or for any act done or suffered to be done by the Vendors, the purchaser be deprived of ownership or of possession of the said below A and B scheduled land or any part thereof in future, then the Vendors shall return to the purchaser the full or proportionate part of the consideration money as the case may be together with an interest at the rate of 12% per annum from the date of such deprivation of ownership or of possession and the vendors shall also pay adequate compensation to the purchaser for any other loss or injury which the purchaser may suffer or sustain resulting there from.

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AND

THE Vendors further declare that the schedule plot of land is not affected by any attachment including the attachment under any certificate case or any proceedings started at the instance of the Income-Tax Authorities or other Government Authorities under the Public Demand Recovery Act or any other acts or otherwise whatsoever and that there is no certificate case or proceedings against the Vendors for realization of the arrears of income-tax or other taxes or dues or otherwise under the public demands Recovery Act and/or any other Acts for the time being in force AND the schedule plot of land is not affected by any notice or scheme of the Siliguri Jalpaiguri Development Authority or the Municipal Authorities or the Government or any other Public Body or authority and that no declaration has been made or published for acquisition of the said plot of land or any part thereof under the Land Acquisition Act or any other Acts for the time being in force and that the said plot of land or any part thereof is not affected by nay notice of acquisition or requisition under the Defence of India Act or Rules framed there under or any other acts or enactments. AND the vendors shall and will from time to time and at all times hereafter upon every reasonable request and at the costs and expenses of the purchaser make do execute and perfect or cause to be made done executed and perfected all such further and other assurances acts, deeds, matters, conveyence and things for further better and more perfectly assuring conveying and confirming the said plot of land and every part thereof unto and to the use and benefit, of the purchaser for ever in the manner aforesaid, as by the said purchaser shall or may be reasonably required.

# SCHEDULE OF LAND

# Schedule- A

ALL THAT piece or parcel of Vacant Jand, measuring 0.165 acre (zero point one six five acre) or equal to 10 kntha which is under plot no.- 209 recorded in khatian no.- 547, sheet no.- 8 of mouza- Dabgram, police station-Bhaktimagar, District-Jalpaiguri. Total area of land measuring 0.165 acre is hereby sold by the Vendor no-1 in favour of the Purchaser by this Deed of Conveyance and sold area of land is clearly shown in the annexed sketch map marked by plan plot no- A and sold area of land measuring 0.165 acre in plot no -209 is Butted & bounded by as follows:

BY THE NORTH: 24' Wide Road.

BY THE SOUTH: Land of Ramniwas Goyal and Mahabir prasad Goyal.

BY THE EAST: Land of Vendor no-2 i.e. the plan plot no-B.

BY THE WEST: Land of Kundan Singh Bhogal and Smt. Ajit Kaur.

This schedule plot of land area sold by the vendor no- 1 hereof which area acquired by the vendor no-1 by virtue of aforesaid deed of sale being no-1-2797 dated 9/9/2004 and value of this schedule plot is Rs. 6,00,000/-(Rupees, Six Lacs) only which paid by the purchaser by cheque to the vendor no- 1 hereof.

## Schedule- B

ALL THAT piece or parcel of Vacant land measuring 0.165 acre (zero point one six five acre) or equal to 10 katha which is under plot no.- 209 recorded in khatian no.- 547, sheet no.- 8 of mouza- Dabgram, police station-Bhaktinagar, District-Jalpaiguri. Total area of land measuring 0.165 acre is hereby sold by the Vendor no-2 in favour of the Purchaser by this Deed of Conveyance and sold area of land is clearly shown in the annexed sketch map marked by plan plot no-B and sold area of land measuring 0.165 acre in plot no.-209 is Butted & bounded by as follows:

BY THE NORTH: 24' Wide Road.

BY THE SOUTH: Land of Ramniwas Goyal and Mahabir prasad Goyal. BY THE EAST: Land of Pramod Kumar Gupta and Kaushal Kumar

Gupta.

BY THE WEST: Land of Vendor no-1, i.e. plan plot no.-A.

This schedule plot of land area sold by the yendor no- 2 hereof which area acquired by the vendor no-2 by virtue of aforesaid deed of sale being no-l-2796 dated 9/9/2004 and value of this schedule plot is Rs. 6,00,000/-(Rupees. Six Lacs) only which paid by the purchaser by cheque to the vendor no- 2 hereof.

The total A and B schedule area of land measuring 0.33 acre in plot no-209 recorded in khatian no-547, sheet no-8 of mouza- Dabgram, Police station-Bhaktinagar, District- Jalpaiguri is clearly shown in a complete shape in annexed sketch map delineated by red border line which is part and parcel of this indenture and total A and B schedule sold area of land measuring 0.33 acre is butted and bounded by as follows:-

BY THE NORTH: 24' Wide Road.

BY THE SOUTH: Land of Ramniwas Goyal and Mahabir prasad Goyal. BY THE EAST: Land of Pramod Kumar Gupta and Kaushal Kumar

Gupta.

BY THE WEST: Land of Kundan Singh Bhogal and Smt. Ajit Kaur.

IN WITNESS WHEREOF the Vendors hereunder set and subscribe their respective hands on this document after understood the contents of this indenture on the day, month and year first above written.

WITNESSES:

1. Samar Ramult

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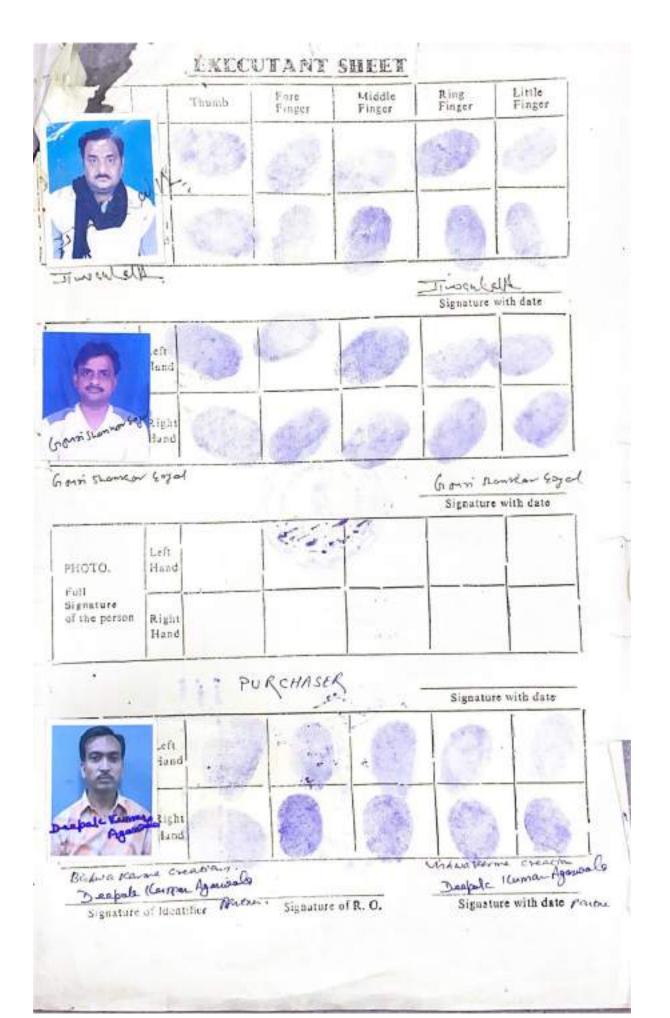
2. Partie Rome SIO Remarada Banile Address: Mara Banar Sillignis

Drafted by me as per the instructions and information of the parties hereof and printed in my office

> SAMAR RAKSHIT ADVOCATE

(Enrolment No.- F/176/172/93).





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