

THIS INDENTURE IS MADE ON THIS THE 30 M DAY OF NOVEMBER IN THE YEAR OF TWO THOUSAND FOUR.

12. 10. 2004 Creations

STAMP VENDOR

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Pg-3-

Area- 19 katha 13 Chatak

Price- 16,00,000/-

Plot No.- 209

Khatian No.- 547

Sheet No.- 8

J.L. No.- 2

Mouza- Dabgram

Paragana- Baikunthapur Police Station- Bhaktinagar

District- Jalpaiguri

Ward No- 41

Name of Corporation-Siligrui Municipal Corporation

State- West Bengal



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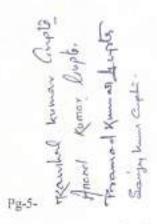
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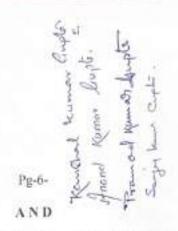
M/S VISHWAKARMA CREATIONS, a partnership firm, having its office at Mahabristhan, Rail gate no-1, Siliguri Town, Post office & Police Station-Siliguri, District-Darjeeling-herein after called the "PURCHASER" (which expression shall mean and include unless excluded by or repugnant to the context its successors,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

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

AND

SRI KAUSHAL KUMAR GUPTA, '2) SRI ANAND KUMAR GUPTA, BY SRI PRAMOD KUMAR GUPTA and BY SRI SANJAY KUMAR GUPTA all are son of Late Shiv Shankar Prasad Gupta all are Indian citizen, Hindu by religion, Business by occupation, all are resident of 58 Kailash Bose Street, Kolkata-700 006- 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.

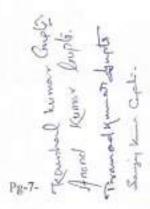
WHEREAS the VENDOR No-1 is the absolute and exclusive owner in possession of all that piece of land measuring 0.08172 acre in part of Plot no. 209 recorded in Khatian No.- 547, Sheet No- 8 of Mouza — Dabgram, within police station- Bhaktinagar, District — Jalpaiguri by virtue of a registered sale deed being no 1- 2688 dated 27/8/2004, registered before the office of the Sub-Registrar at Rajgańj, District- Jalpaiguri and said deed executed on 30/3/2004, executed by Sri Gouri Shankar Goyal son of Sri Omprakash Agarwal of Agrasen Road, Khalpara, Siliguri, District-Darjeeling and presented for its registration on 30/3/2004 before the office of the Sub-Registrar, Rajganj and after payment of deficit stamp duty same is admitted on 27/8/2004 before the said office and from the date of such purchase the vendor no-1 has acquired the said plot of area in his khas, actual and physical possession having permanent, heritable, transferable, right, title and interest therein.



WHEREAS the VENDOR No-2 is the absolute and exclusive owner in possession of all that piece of land measuring 0.08172 acre in part of Plot no. 209 recorded in Khatian No.- 547, Sheet No- 8 of Mouza — Dabgram, within police station- Bhaktinagar, District — Jalpaiguri by virtue of a registered sale deed being no 1- 2689 dated 27/8/2004, registered before the office of the Sub-Registrar at Rajganj, District- Jalpaiguri and said deed executed on 30/3/2004, executed by Smt. Sunita Jain wife of Sri Sarwan Kumar Jain of S.F. Road, Siliguri, District- Darjeeling and presented for its registration on 30/3/2004 before the office of the Sub-Registrar, Rajganj and after payment of deficit stamp duty same is admitted on 27/8/2004 before the said office and from the date of such purchase the vendor no-2 has acquired the said plot of area in his khas, actual and physical possession having permanent, heritable, transferable, right, title and interest therein.

WHEREAS the VENDOR No-3 is the absolute and exclusive owner in possession of all that piece of land measuring 0.08172 acre in part of Plot no. 209 recorded in Khatian No.- 547, Sheet No- 8 of Mouza — Dabgram, within police station- Bhaktinagar, District — Jalpaiguri by virtue of a registered sale deed being no 1- 2690 dated 27/8/2004, registered before the office of the Sub-Registrar at Rajganj, District- Jalpaiguri and said deed executed on 30/3/2004, executed by Sri Jiwanlal Agarwal son of Late Hiralal Agarwal of Nayabazar, Siliguri, District- Darjeeling and presented for its registration on 30/3/2004 before the office of the Sub-Registrar, Rajganj and after payment of deficit stamp duty same is admitted on 27/8/2004 before the said office and from the date of such purchase the vendor no-3 has acquired the said plot of area in his khas, actual and physical possession having permanent, heritable, transferable, right, title and interest therein.

WHEREAS the VENDOR No-4 is the absolute and exclusive owner in possession of all that piece of land measuring 0.08172 acre in part of Plot no. 209 recorded in Khatian No.- 547, Sheet No- 8 of Mouza – Dabgram, within police station- Bhaktinagar, District – Jalpaiguri by virtue of a registered sale deed being no I- 2687 dated 27/8/2004, registered before the office of the Sub-Registrar at Rajganj. District- Jalpaiguri and said deed executed on 30/3/2004, executed by Sri Bhojraj Jain son of Late Nem Chand Jain of S.F. Road, Siliguri, District- Darjeeling and presented for its registration on 30/3/2004 before the office of the Sub-Registrar, Rajganj and after payment of deficit stamp duty same is admitted on 27/8/2004 before the said office and from the date of such purchase the vendor no-4 has acquired the said plot of area in his khas, actual and physical possession having permanent, heritable, transferable, right, title and interest therein.



AND

WHEREAS the vendor no-1 has acquired his aforesaid area of land from said Gouri Shankar Goyal by virtue of aforesaid deed of sale being no-1-2688 and said Sri Gouri Shankar Goyal had acquired the said area of land from the legal heirs of Late Gita Devi Agarwal wife of Late Durgadutt Agarwal namely Sri Dilip Kumar Agarwal, Smt. Ganga Devi Agarwal, Smt. Manju Devi Bajaj and Smt. Anju Devi Agarwal by virtue of a registered deed of sale being no-1-749 dated 15/1/2003 registered before office of the District-Sub Registrar at Jalpaiguri.

AND

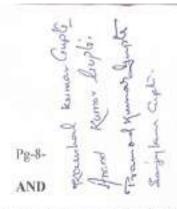
WHEREAS the vendor no-2 has acquired his aforesaid area of land from said Smt. Sunita Jain by virtue of aforesaid deed of sale being no-1-2689 and said Smt. Sunita Jain had acquired the said area of land from the legal heirs of Late Gita Devi Agarwal wife of Late Durgadutt Agarwal namely Sri Dilip Kumar Agarwal, Smt. Ganga Devi Agarwal, Smt. Manju Devi Bajaj and Smt. Anju Devi Agarwal by virtue of a registered deed of sale being no-1-747 dated 15/1/2003 registered before office of the District-Sub Registrar at Jalpaiguri.

AND

WHEREAS the vendor no-3 has acquired his aforesaid area of land from said Sri Jiwanlal Agarwal by virtue of aforesaid deed of sale being no-1-2690 and said Sri Jiwan lal Agawral had acquired the said area of land from the legal heirs of Late Gita Devi Agarwal wife of Late Durgadutt Agarwal namely Sri Dilip Kumar Agarwal, Smt. Ganga Devi Agarwal, Smt. Manju Devi Bajaj and Smt. Anju Devi Agarwal by virtue of a registered deed of sale being no-1-748,dated 15/1/2003 registered before office of the District-Sub Registrar at Jalpaiguri.

AND

WHEREAS the vendor no-4 has acquired his aforesaid area of land from said Sri Bhojraj Jain by virtue of aforesaid deed of sale being no- 1-2687 and said Sri Bhojraj Jain had acquired the said area of land from the legal heirs of Late Gita Devi Agarwal wife of Late Durgadutt Agarwal namely Sri Dilip Kumar Agarwal, Smt. Ganga Devi Agarwal, Smt. Manju Devi Bajaj and Smt. Anju Devi Agarwal by virtue of a registered deed of sale being no-1-746 dated 15/1/2003 registered before office of the District-Sub Registrar at Jalpaiguri.



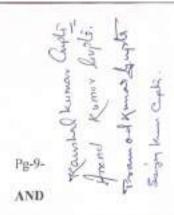
WHEREAS the legal heirs of said Gita Devi Agarwal sold 20 kathas of land to the said persons and out of that area land measuring 10 kathas in the said plot being no-209 had acquired by said Gita Devi Agarwal by virtue of a registered deed of sale being no- 1-3979 dated- 25/9/1985 registered before office of the Additional District Sub-Registrar at Jalpaiguri and said deed executed by one Kailash Poddar son of Sri Gajanand Poddar. Kailash Poddar had acquired the said 10 kathas land from Smt. Ajit Kaur wife of Sardar Kundas Singh of Sevoke Road, Siliguri by virtue of a registered sale deed being no- 1-3798 dated 22/5/1979 registered before the office of the District Sub-Registrar at Jalpaiguri and said Ajit Kaur had acquired the aforesaid sold area of land from Karbaria Singh alias Das by virtue of Registered deed of sale being no- 1- 2561dated 7/5/1958, registered before the office of the District Sub-Registrar at Jalpaiguri and entered in Book no-1 Volume no-35, pages 5 to 8 for the year of 1958 in the said office record and said Karbaria Singh alias 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-Police station - previously Rajganj at present Bhaktinagar, District- Jalpaiguri. AND said Late Gita Devi Agarwal had acquired another 10 kathas of land in said plot being no-209 from Smt. Hansa Agarwal wife of Sri Dindayal Agarwal by virtue of a Registered deed of sale being no- I-4683 dated 21/7/1988 registered before the office of Additional District Sub-Registrar at Jalpaiguri and said Smt. Hansa Agarwal had acquired the said sold plot of area from Sri Gajanand Poddar by virtue of a registered deed of sale being no- 1-3747 dated 27/9/1985 registered before the office of the Sadar Joint Sub-Registrar at Jalpaiguri.

AND

WHEREAS the Vendors are absolute owner of all that piece of land measuring 19 katha 13 chhatak in the said plot and the details description of their land is fully mentioned in the Schedule A, B, C, and D here-in-below. The land of vendor no-1 is mentioned in Schedule- A, the land of vendor no-2 is mentioned in Schedule- B, the land of vendor no-3 is mentioned in Schedule- C and the land of vendor no-4 is mentioned in Schedule- D.

AND

WHEREAS the vendors being in need of money for their future project have firmly and finally jointly decided to sell their 19 kathas 13 Chatak area of land which is under part of plot no. - 209 recorded in khatian no. - 547, sheet no.-8 of mouza- Dabgram, police station- Bhaktinagar, District-Jalpaiguri and have jointly offered for absolute sale of their 19 kathas 13 chatak of land as fully described in the schedule A, B, C and D here-in-below and declaring the same is free from all encumbrances and charges whatsoever.



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 19 katha 13 Chatak area of land which is under part of plot no.-209 recorded in khatian no.- 547, sheet no.-8 of mouza- Dabgram, police station- Bhaktinagar, District- Jalpaiguri as fully mentioned in the A, B, C and D Schedule herein below and offered a sum of Rs.16,00,000/- (Rupees. Sixteen lacs) only to the vendors as the total price of the said area of land @Rs.80,746.90 per katha (Rupees. Eighty thousand seven hundred forty six and paise ninty) only on the basis of their declaration that their 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 have firmly and finally agreed to sell their said area of land measuring 19 katha 13 chatak which is under part of plot no.- 209 recorded in khatian no.- 547, sheet no.-8 of mouza- Dabgram, police station- Bhaktinagar, District-Jalpaiguri as fully described in the schedule A, B, C, and D here-in-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.16,00,000/- (Rupees, Sixteen 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. 16,00,000/-(Rupees. Sixteen lacs) only paid by the purchaser to the Vendors in equal share (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 19 katha 13 chatak described in the schedule A, B, C, and D herein below and clearly shown in the annexed sketch map in complete shape of the schedules area delineated by red border line 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 declare that the interest which they professes to transfer hereby subsists as on the date of these presents and that there exists no previous transfer, mortgage, lease, contract for sale or otherwise by the vendors in favour of any other person or party respecting the said below A, B, C and D schedule land and that the recitals made herein above are all true in the event of any contrary is proved in that event 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.

AND

The Vendors further covenant with Purchaser that if for any defect of title of the said below A, B, C, and D schedule 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, B, C and D schedule 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.

AND

THE Vendors further declare that the A, B, C and D 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 S.J.D.A. 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 may notice of acquisition or requisition under the Defense of India Act or Rules framed there under or any other acts or enactments. AND the vendors shall execute and registered all further documents in respect of the below A, B, C and D schedule land to and in favour of the purchaser hereof at their own cost if same will be required for the better enjoyment of the schedule land. The vendor no-1 is an Income Tax Payee and his PAN No- is ADTPG 1795L. The vendor no-2 is an Income Tax Payee and his PAN No- is AGBPG 2010K, The vendor no-3 is an Income Tax Payee and his PAN No- is AGPPG 7712G, The vendor no-4 is an Income Tax Payee and his PAN Nois ADPPG 1139A.

SCHEDULE OF LAND

SCHEDULE - A

ALL THAT piece or parcel of Vacant Homestead land measuring 0.08172 acre (zero point zero eight one seven two acre) or equal to 4 katha 15 ½ chatak which is under part of plot no.- 209 recorded in khatian no.- 547, sheet no.-8 of mouza- Dabgram, J.L. No-2, Pargana- Baikunthapur, police station- Bhaktinagar, District- Jalpaiguri. Total area of land measuring 4 katha 15 ½ chatak is hereby sold by the Vendor no-1 in favour of the Purchaser by this Deed of Conveyance and sold plot of area is located in ward no- 41 of Siliguri Municipal Corporation and sold plots of land area is clearly shown in the annexed sketch map marked by plan plot no- A which is part and parcel of this indenture. The aforesaid area of plot is butted and bounded by as follows:

BY THE NORTH: 24 feet wide road.

BY THE SOUTH: Land of Vendor no-3 sold today to the purchaser hereof

by this deed.

BY THE EAST: Land of Vendor no-2 sold today to the purchaser hereof

by this deed.

BY THE WEST: Land of purchaser.

The price of this plot is Rs.4,00,000/- paid by the purchaser to the vendor no-1 hereof.

SCHEDULE - B

ALL THAT piece or parcel of Vacant Homestead land measuring 0.08172 acre (zero point zero eight one seven two acre) or equal to 4 katha 15 ¼ chatak which is under part of plot no.- 209 recorded in khatian no.- 547, sheet no.-8 of mouza- Dabgram, J.L. No-2, Pargana- Baikumthapur, police station- Bhaktinagar, District- Jalpaiguri. Total area of land measuring 4 katha 15 ¼ chatak is hereby sold by the Vendor no-2 in favour of the Purchaser by this Deed of Conveyance and sold plot of area is located in ward no-41 of Siliguri Municipal Corporation and sold plots of land area is clearly shown in the annexed sketch map marked by plan plot no- B which is part and parcel of this indenture. The aforesaid area of plot is butted and bounded by as follows:

BY THE NORTH: 24 feet wide road.

BY THE SOUTH: Land of Vendor no-4 sold today to the purchaser hereof

by this deed.

BY THE EAST: Land of Amal Chandra Ghosh.

BY THE WEST: Land of Vendor no-1 sold today to the purchaser hereof

by this deed.

The price of this plot is Rs.4,00,000/- paid by the purchaser to the vendor no- 2 hereof.

ALL THAT piece or parcel of Vacant Homestead land measuring 0.08172 acre (zero point zero eight one seven two acre) or equal to 4 katha 15 ¼ chatak which is under part of plot no.- 209 recorded in khatian no.- 547, sheet no.-8 of mouza- Dabgram, J.L. No-2, Pargana- Baikunthapur, police station- Bhaktinagar, District- Jalpaiguri. Total area of land measuring 4 katha 15 ¼ chatak is hereby sold by the Vendor no-3 in favour of the Purchaser by this Deed of Conveyance and sold plot of area is located in ward no- 41 of Siliguri Municipal Corporation and sold plots of land area is clearly shown in the annexed sketch map marked by plan plot no- C which is part and parcel of this indenture. The aforesaid area of plot is butted and bounded by as follows:

BY THE NORTH: Land of Vendor no-1 sold today to the purchaser hereof

by this deed.

BY THE SOUTH: Land of Siliguri Rolling Mill.

BY THE EAST: Land of Vendor no-4 sold today to the purchaser hereof

by this deed.

BY THE WEST: Land of purchaser.

The price of this plot is Rs.4,00,000/- paid by the purchaser to the vendor no-3 hereof.

SCHEDULE - D

ALL THAT piece or parcel of Vacant Homestead land measuring 0.08172 acre (zero point zero eight one seven two acre) or equal to 4 katha 15 ½ chatak which is under part of plot no.- 209 recorded in khatian no.- 547, sheet no.-8 of mouza- Dabgram, J.L. No-2, Pargana- Baikunthapur, police station- Bhaktinagar, District- Jalpaiguri. Total area of land measuring 4 katha 15 ½ chatak is hereby sold by the Vendor no-4 in favour of the Purchaser by this Deed of Conveyance and sold plot of area is located in ward no-41 of Siliguri Municipal Corporation and sold plots of land area is clearly shown in the annexed sketch map marked by plan plot no- D which is part and parcel of this indenture. The aforesaid area of plot is butted and bounded by as follows:

BY THE NORTH: Land of Vendor no-2 sold today to the purchaser hereof

by this deed.

BY THE SOUTH: Land of Siliguri Rolling Mill. BY THE EAST: Land of Amal Chandra Ghosh.

BY THE WEST: Land of Vendor no-3 sold today to the purchaser hereof

by this deed.

The price of this plot is Rs.4,00,000/- paid by the purchaser to the vendor no-4 hereof.

The total A, B, C, and D Schedules land area measuring 19 katha 13 chatak is clearly shown in a complete shape in the annexed sketch map delineated by red border line which is part and parcel of this indenture and total schedules plots of land is situated in a specific boundary which is as follows.

BY THE NORTH: 24 feet wide road.

BY THE SOUTH: Land of Siliguri Rolling Mill. BY THE EAST: Land of Amal Chandra Ghosh.

BY THE WEST: Land of purchaser.

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.

1) Kambal kuman Caple. SIGNATURE OF THE VENDOR NO-

WITNESSES:

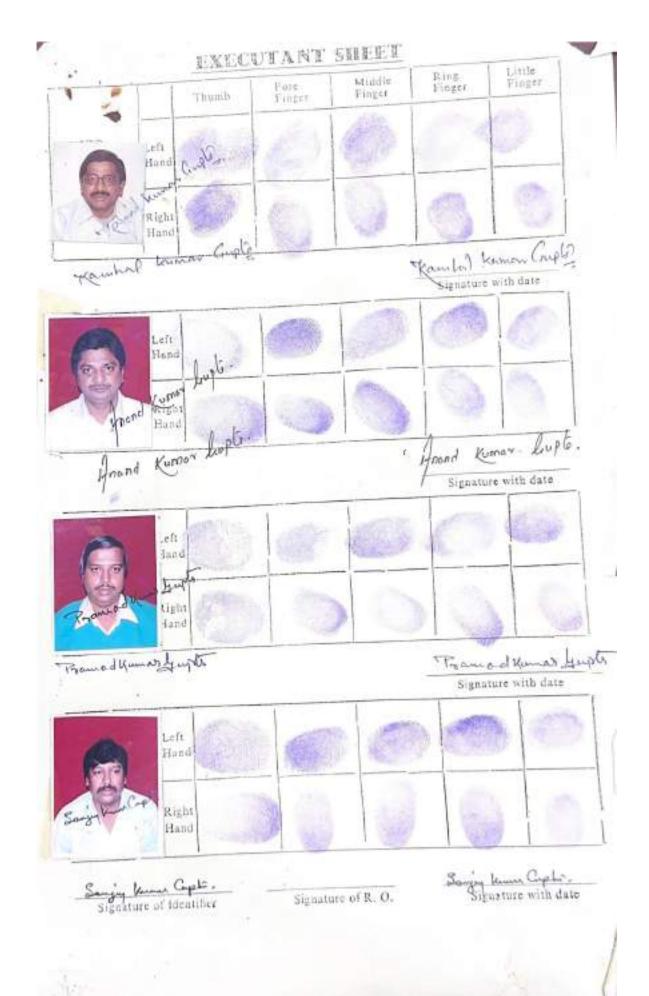
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Signature of the VENDOR NO-2
Billingum

2. Paribolis Blanch 3) Framed human Jupla 5- 1 the Rock siligares SIGNATURE OF THE VENDOR NO-3

4). Saga k.... C.pl-.
SIGNATURE OF THE VENDOR NO-4

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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