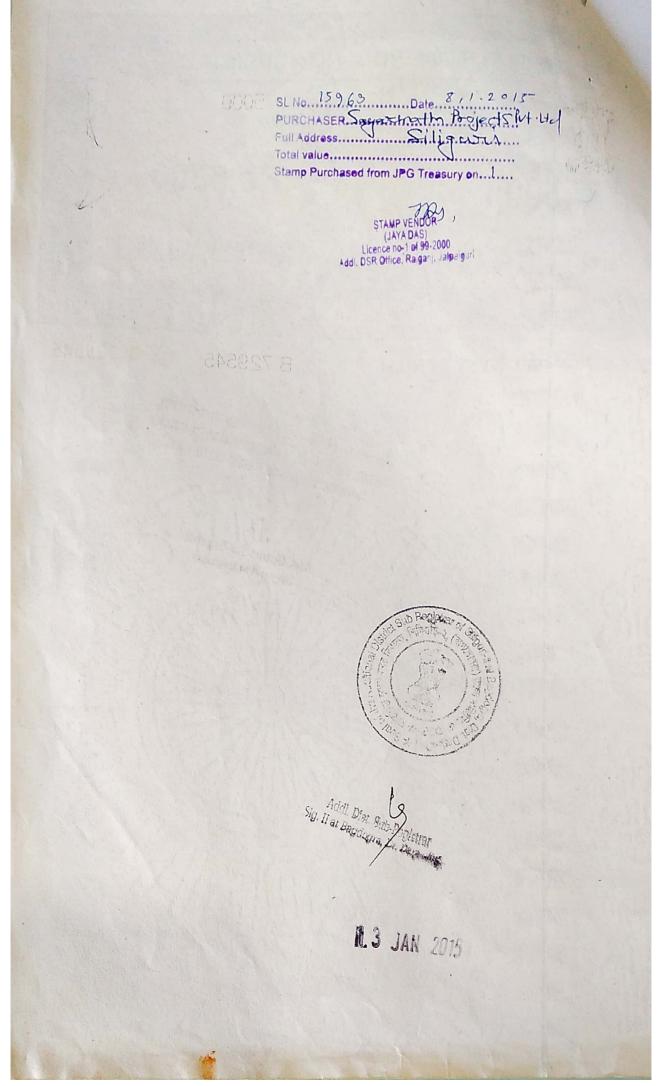
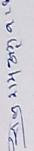


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DEED OF CONVEYANCE

THIS INDENTURE MADE THIS THE

13 A DAY OF JANUARY 2015

CONVEYANCE

PARGANA-PATHARGHATA

MOUZA-GOURCHARAN

P. S-MATIGARA

DIST. DARJEELING

AREA: 147.25(ONE HUNDRED FORTY SEVEN POINT TWO FIVE)

DECIMALS

SET FORTH VALUE

Rs.1,87,00,000/=

L. R. KHATIAN NOS. 1238, 1314 & 4907

R. S. PLOT NOS. 54, 59, 62 & 66

L. R. PLOT NOS. 52, 45, 43, 44 & 49

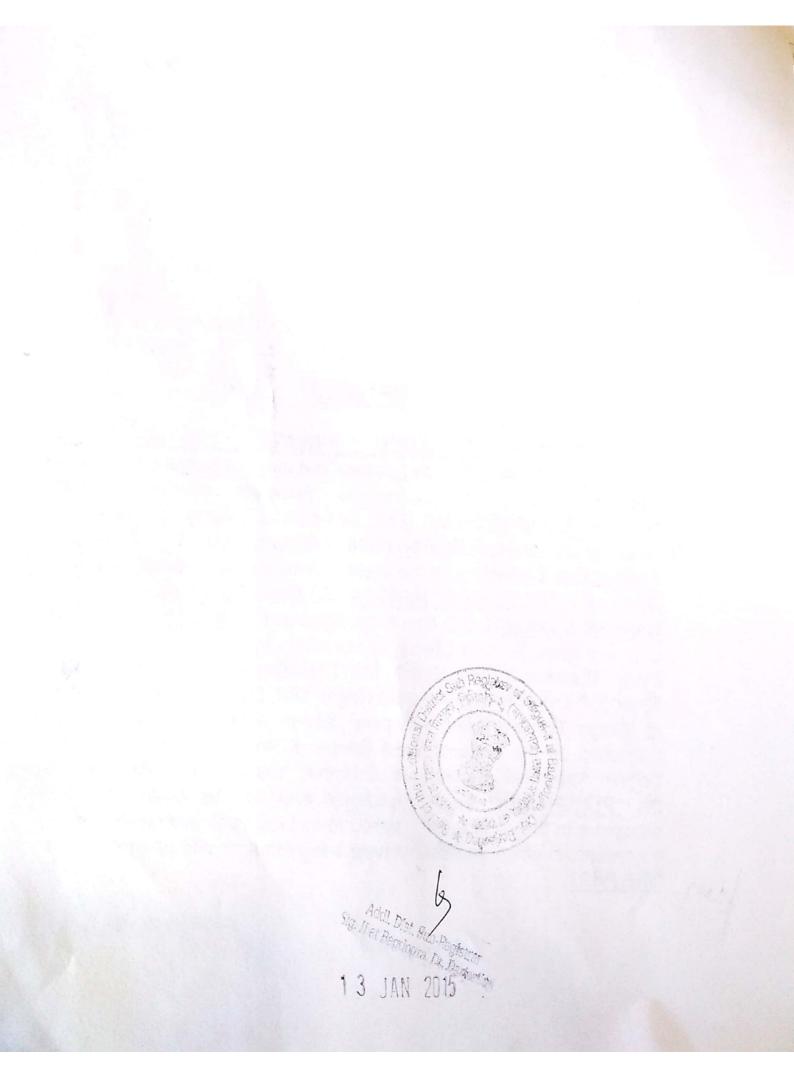
J. L. NO. 81

GRAM PANCHAYAT

BETWEEN

"SAGARMATHA PROJECTS PRIVATE LIMITED"(P. No.AAGCP5124M), a Private Limited Company, incorporated under the companies Act 1956, having its corporate Identity Number-U45400WB2012PTC177267, Dtd. 22-08-2012, having its Registered Office at 16, Mangal Pandey Road, Khalpara, P.O. & P.S. Siliguri-734005, Dist. Darjeeling, in the State of West Bengal, represented by its Directors 1. SRI TILAK BANSKOTA S/O Bhola Nath Banskota, 2. SRI NARESH AGARWAL S/O Ramsingh Agarwal & 3. SRI AMAR CHETRY S/O Late Bhim Bahadur Chetry, all are Hindu by Religion, Nationality by Indian, Business by Occupation, No. 1 residing at Ambadhura, Salbari-734009, P.O-Sukna, P.S-Pradhan Nagar, Dist. Darjeeling, No. 2 residing at Mangal Pandey Road, Khalpara, Siliguri, P.O & P.S-Siliguri, Dist. Darjeeling, in the State of West Bengal & No.3 residing at 4th Floor, Dolphin Apartment, Ganeshguri, Guwahati, (Assam), hereinafter called the "PURCHASER" (Which expression shall unless excluded by or repugnant to the context be deemed to include its Directors, executors, successors-in-office, representatives, administrators and assigns) of the

ONE PART.



नित्र भाग डाग्न थ पर

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AND

executors, administrators, legal representatives and assigns) of the

SRI TELURAM AGARWAL(P. A. No. AQMPA4385J) S/O Late Umrawmal Agarwal, Hindu by Religion, Business by Occupation, Indian by Nationality, residing at Jorethang, P.O-Jorethang, Dist. South Sikkim, in the State of Sikkim, hereinafter called the "VENDOR" (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, successors,

OTHER PART.

WHEREAS the vendor is the absolute owner in possession of all that piece and parcel of land measuring 70(Seventy) Decimals, appertaining to R. S. Plot Nos. 54, 58 & 66 corresponding to L. R. Plot Nos. 52, 43 & 49, recorded in R. S. Khatian No. 8/1 corresponding to L. R. Khatian No. 869, situated at Mouza-GOURCHARAN, J. L. No. 81, Pargana-Patharghata, P.S-Matigara, District-Darjeeling, as fully described in the schedule below, by virtue of Deed of Sale, recorded in Book No. I, CD Volume No. 3, pages from 2952 to 2962, Being Document No. 01155, for the year 2008, registered at Addl. Dist-Sub Registry Office Siliguri-II, at Bagdogra, District-Darjeeling, executed by Smt. Sabitri Gupta W/O Sri Badri Prasad Gupta of Matigara Bazar, Matigara, Dist. Darjeeling and shall ever since then the vendor has been possessing of the said land without any act of hindrance or obstruction from anybody and the aforesaid land is fully described in the schedule below.

AND WHEREAS thereafter the Vendor recorded the aforesaid land total measuring 70(Seventy) Decimals in his name at the Office of the then B. L. & L. R. O, Shivmandir and got new L. R. Khatian being No. 1238, U/S 50 of the West Bengal Land Reforms Act, 1955 and finally framed and published U/S 51(2) of the W.B.L.R Act 1955, West Bengal Act X of 1955 under rule 18(2) of West Bengal Non Agriculture Tenancy Act and shall ever since then the vendor is the absolute owner of the land total measuring 72(Seventy Two) Decimals as per his aforesaid Khatian Records.

for



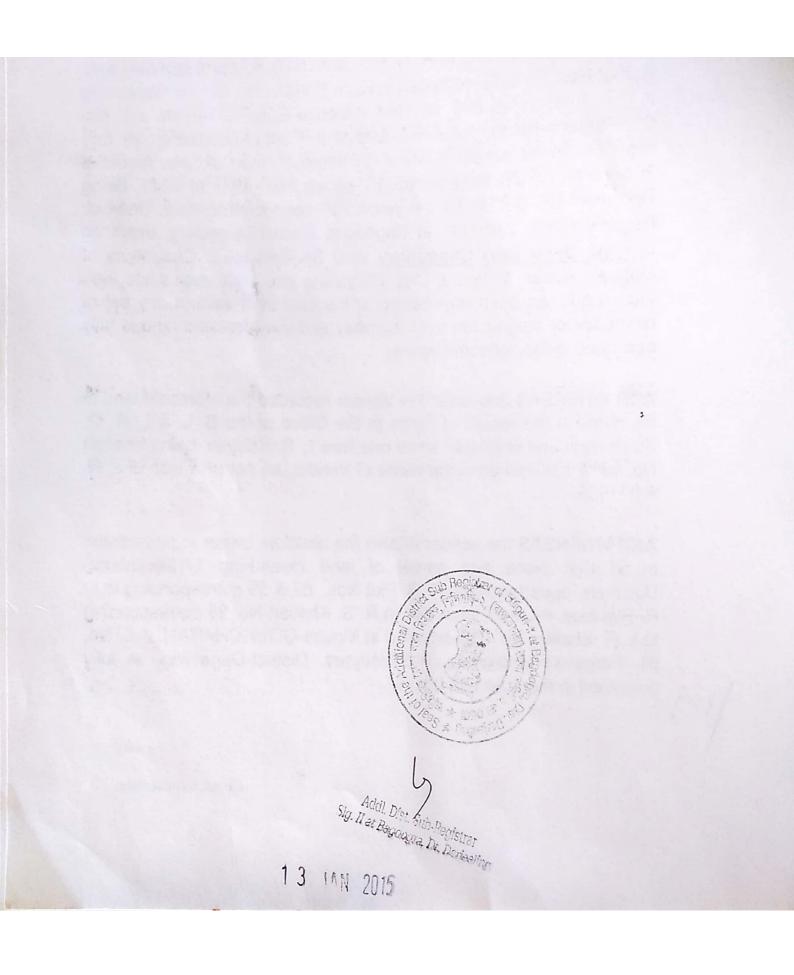
कियाम्याम्यान १९८

AND WHEREAS the vendor is also the absolute owner in possession of all that piece and parcel of land measuring 68(Sixty Eight) Decimals, appertaining to R. S. Plot Nos. 54 & 66 corresponding to L. R. Plot Nos. 52 & 49, recorded in R. S. Khatian No. 8/1 corresponding to L. R. Khatian No. 863, situated at Mouza-GOURCHARAN, J. L. No. 81, Pargana-Patharghata, P.S-Matigara, District-Darjeeling, as fully described in the schedule below, by virtue of Deed of Sale, recorded in Book No. I, CD Volume No. 16, pages from 4931 to 4941, Being Document No. 05869, for the year 2008, registered at Addl. Dist-Sub Registry Office Siliguri-II, at Bagdogra, District-Darjeeling, executed by Smt. Santi Devi Choudhury W/O Sri Ramaswar Choudhury of Matigara Bazar, Matigara, Dist. Darjeeling and shall ever since then the vendor has been possessing of the said land without any act of hindrance or obstruction from anybody and the aforesaid land is fully described in the schedule below.

AND WHEREAS thereafter the Vendor recorded the aforesaid land in his name in the record of rights at the Office of the B. L. & L. R. O, Shivmandir and shall ever since one New L. R. Khatian, being Khatian No. 1314 was framed in the name of Vendor, as per provision of L. R. Act. 1955.

AND WHEREAS the vendor is also the absolute owner in possession of all that piece and parcel of land measuring 17(Seventeen) Decimals, appertaining to R. S. Plot Nos. 62 & 59 corresponding to L. R. Plot Nos. 44 & 45, recorded in R. S. Khatian No. 99 corresponding to L. R. Khatian No. 938, situated at Mouza-GOURCHARAN, J. L. No. 81, Pargana-Patharghata, P.S-Matigara, District-Darjeeling, as fully described in the schedule below,

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by virtue of Deed of Sale, recorded in Book No. I, CD Volume No. 2, pages from 2235 to 2246, Being Document No. 00539, for the year 2012, registered at Addl. Dist-Sub Registry Office Siliguri-II, at Bagdogra, District-Darjeeling, executed by **Smt. Sankari Roy** W/O Sri Parimal Roy of Pradhan Nagar, Siliguri, Dist. Darjeeling and shall ever since then the vendor has been possessing of the said land without any act of hindrance or obstruction from anybody and the aforesaid land is fully described in the schedule below.

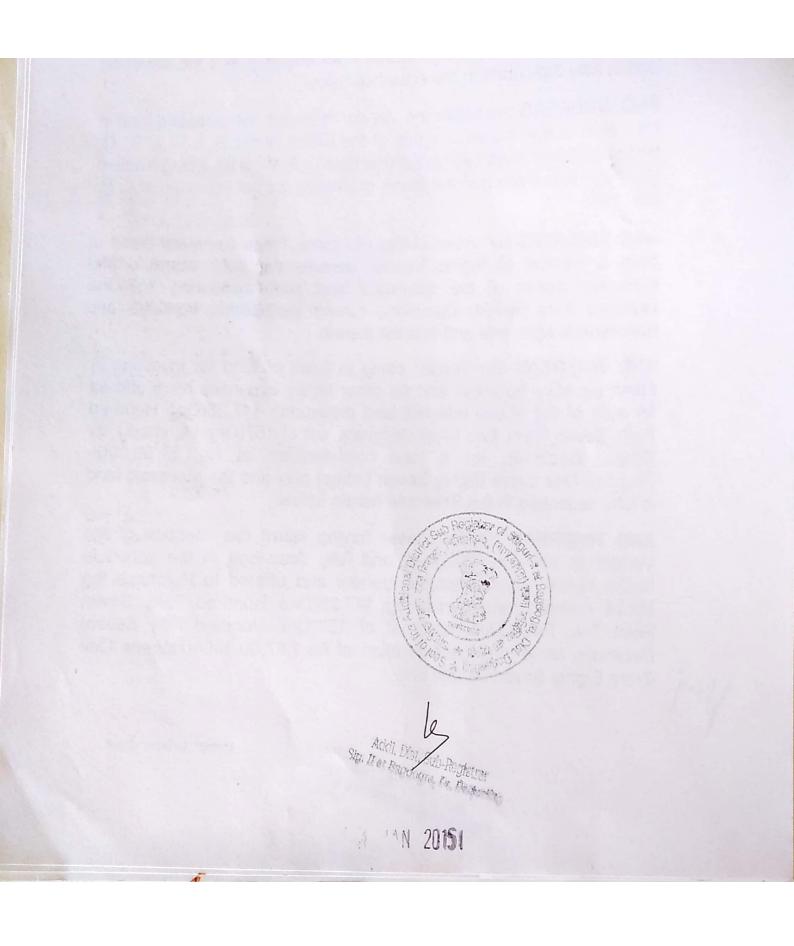
AND WHEREAS thereafter the Vendor recorded the aforesaid land in his name in the record of rights at the Office of the B. L. & L. R. O, Shivmandir and shall ever since one New L. R. Khatian, being Khatian No. 4907 was framed in the name of Vendor, as per provision of L. R. Act. 1955.

AND WHEREAS by virtue of the aforesaid Three Separate Deed of Sale & Record of Rights Vendor became the sole, absolute and exclusive owner of the aforesaid land total measuring 157(One Hundred Fifty Seven) Decimals, having permanent, heritable and transferable right, title and interest therein.

AND WHEREAS the Vendor being in need of fund for investing in some lucrative business and for other family expenses have offered for sale of the above referred land measuring 147.25(One Hundred Forty Seven Point Two Five) Decimals, out of 157(One Hundred Fifty Seven) Decimals, for a total consideration of Rs.1,87,00,000/-(Rupees One Crore Eighty Seven Lakhs) only and the aforesaid land is fully described in the Schedule herein below.

AND WHEREAS the Purchaser having learnt the intention of the Vendor to sell the aforesaid land fully described in the schedule herein below approached the Vendor and offered to Purchase the above referred land measuring 147.25(One Hundred Forty Seven Point Two Five) Decimals, out of 157(One Hundred Fifty Seven) Decimals, for a total consideration of Rs.1,87,00,000/-(Rupees One Crore Eighty Seven Lakhs) only.

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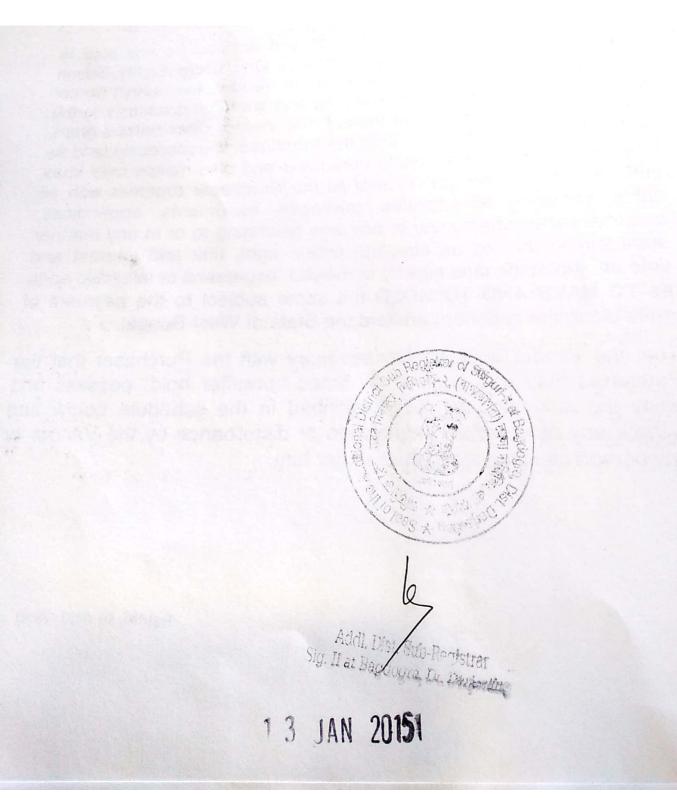
AND WHEREAS the Vendor finding the said offer of the Purchaser lucrative and profitable, have accepted the same and agreed to sell to the Purchaser the said land measuring 147.25(One Hundred Forty Seven Point Two Five) Decimals, out of 157(One Hundred Fifty Seven) Decimals, free from all encumbrances for a total consideration of Rs.1,87,00,000/-(Rupees One Crore Eighty Seven Lakhs) only.

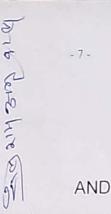
NOW THIS INDENTURE WITNESSES AS FOLLOWS:-

THAT in pursuance of the said offer and acceptance and also in consideration of Rs.1,87,00,000/-(Rupees One Crore Eighty Seven Lakhs) only paid by the Purchaser to the Vendor, the receipt hereof the Vendor does hereby acknowledge and grant full discharge to the Purchaser from the payment thereof, the Vendor does hereby grant, assign, convey and transfer unto the Purchaser the aforesaid land as fully described in the schedule hereunder and also makes over khas and peaceful possession thereof to the Purchaser together with all rights, including all liabilities, privileges, easements, appendices, appurtenances whatsoever in any way belonging to or in any manner appertaining thereto as absolute estate right, title and interest and unto and upon the land hereby conveyed, expressed or intended so to be **TO HAVE AND TO HOLD** the same subject to the payment of rents etc to the superior Landlord the State of West Bengal.

That the Vendor does hereby covenant with the Purchaser that the Purchaser may and shall at all times hereafter hold, possess and enjoy the said land as fully described in the schedule below and without any obstruction, interruption or disturbance by the Vendor or any person claiming through or under him.

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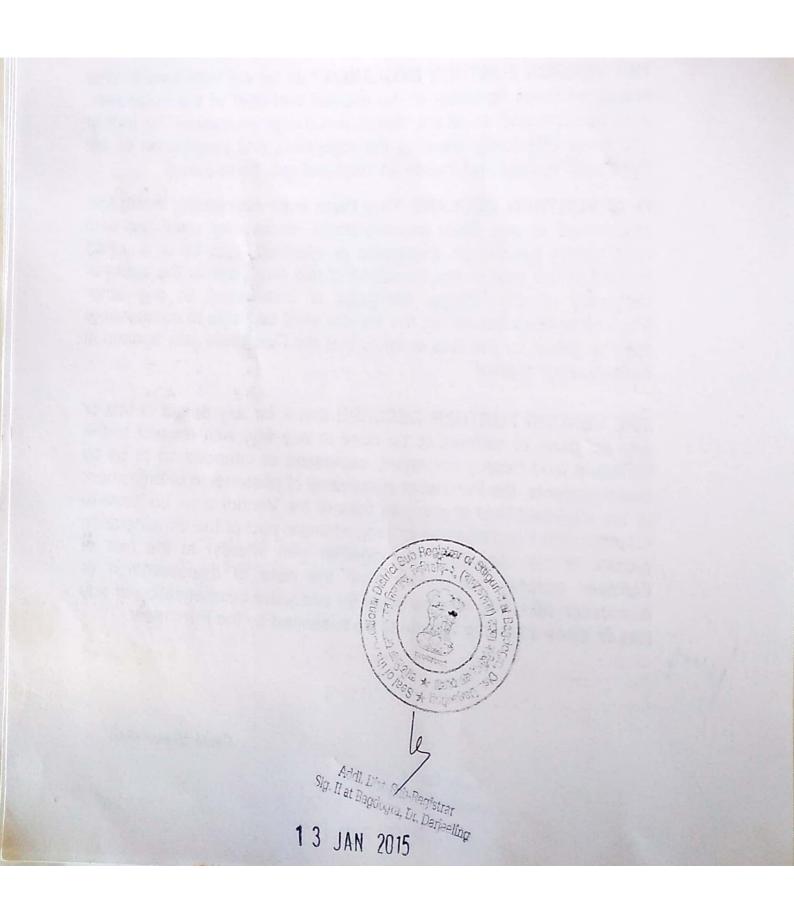
That the Vendor does hereby covenant with the Purchaser that the right, title and interest in the land as fully described in the schedule below and which the Vendor does hereby transfer subsist and the Vendor has good power and full authority to transfer the land hereby conveyed, expressed or intended so to be unto the Purchaser in the manner aforesaid.

THE VENDOR FURTHER DECLARES that he will from time to time and at all times hereafter at the request and cost of the Purchaser, shall execute and do all act, deeds and things whatsoever for further and more effectually assuring the enjoyment and possession of the Purchaser thereof and therein as shall and may be required.

IT IS FURTHER DECLARE That there exist no charge, mortgage, attachment or any other encumbrances whatsoever upon the said land hereby transferred, expressed or intended so to be or any part thereof at the time or the execution of this deed and in the event of discovery of any charge, mortgage or attachment or any other encumbrances whatsoever, the Vendor shall be liable to compensate the Purchaser for the loss or injury that the Purchaser may sustain in consequence thereof.

THE VENDOR FURTHER DECLARE that if for any defect in title or any act done or suffered to be done in any way with respect to the schedule land hereby conveyed, expressed or intended so to be by these presents, the Purchaser is deprived of possession or enjoyment of the aforesaid land or any part thereof the Vendor shall be liable to refund to the Purchaser full or proportionate part of the consideration money as the case may be, together with interest at the rate of Eighteen percent per annum from the date of dispossession or deprivation and shall also be liable for adequate compensation or any loss or injury attending thereto to be sustained by the Purchaser.

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THE VENDOR FURTHER covenant that all rents, taxes and other public charges payable for the land hereby transferred or expressed or intended so to be that have been accrued due up to the date of these presents, have been paid and all other covenants and conditions required to be observed or performed, have been so observed and performed and if it transpires otherwise, the Vendor shall be liable to indemnify the Purchaser for any loss resulting from the non-observance and non--performance as aforesaid.

THE VENDOR FURTHER DECLARE that the entire land forming subject matter of these presents are and were in the khas actual and physical possession of the Vendor at the date of these presents and the present position of land is Rupni & proposed use of land is Bastu.

IT IS FURTHER DECLARE by the Vendor that the Vendor have not entered into any binding contract with any other person or persons whatsoever to sell or to transfer otherwise the land conveyed and transferred by these presents or expressed or intended so to be or any part thereof and there subsist no such charge, mortgage, contract of sale or transfer existing with respect to the said land or any part thereof at the date of the execution of these presents and if any of the recitals made by the Vendor, is proved to be false, the Vendor shall be liable to indemnify the Purchaser adequately for the loss or injury to be sustained by the Purchaser in consequence thereof.

SCHEDULE (Land hereby Sold)

All that piece or parcel of vacant Bastu land measuring 147.25(One Hundred Forty Seven Point Two Five) Decimals, appertaining to R. S. Plot Nos. 54,59, 62 & 66 corresponding to L. R. Plot Nos. 52, 45, 43, 44 & 49, recorded in L. R. Khatian Nos. 1238, 1314 & 4907, situated at Mouza-GOURCHARAN, J. L. No. 81, Patharghata, Police Station-Matigara, Addl. Dist-Sub Registry Office Siliguri-II, at Bagdora, District-Darjeeling.



PLOT WISE DETAILS OF ABOVE SCHEDULE Mouza Plot No. Khatian No. JL Area R. S L. R. L. R No. GOURCHARAN 54 52 1238 & 1314 94.25 Dec 81 GOURCHARAN 59 45 4907 81 08.00 Dec GOURCHARAN 62 43 1238 04 00 Dec 81 GOURCHARAN 62 44 07.00 Dec 4907 81 GOURCHARAN 66 49 1238 & 1314 34.00 Dec 81 147.25 Dec Total=

The above schedule land is butted and bounded as follows: -

By the North : Nischintapur T. E. & Chumta River

By the South : Land of Jiten Oraon & Others,

Tenzing Gelek Lama & Others & land of Balu Munda

By the East : Land of Balu Munda

By the West : Land of Purchaser

IN WITNESS WHEREOF THE VENDOR IN GOOD HEALTH AND CONCIOUS MIND HAS PUT HIS SIGNATURE ON THIS DEED OF SALE ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN

WITNESSES:

1. Prafreyo Bonned Slott Haven Bannon NI'LL: Pathorealony pot P3: Madwyenu Dargeoliny

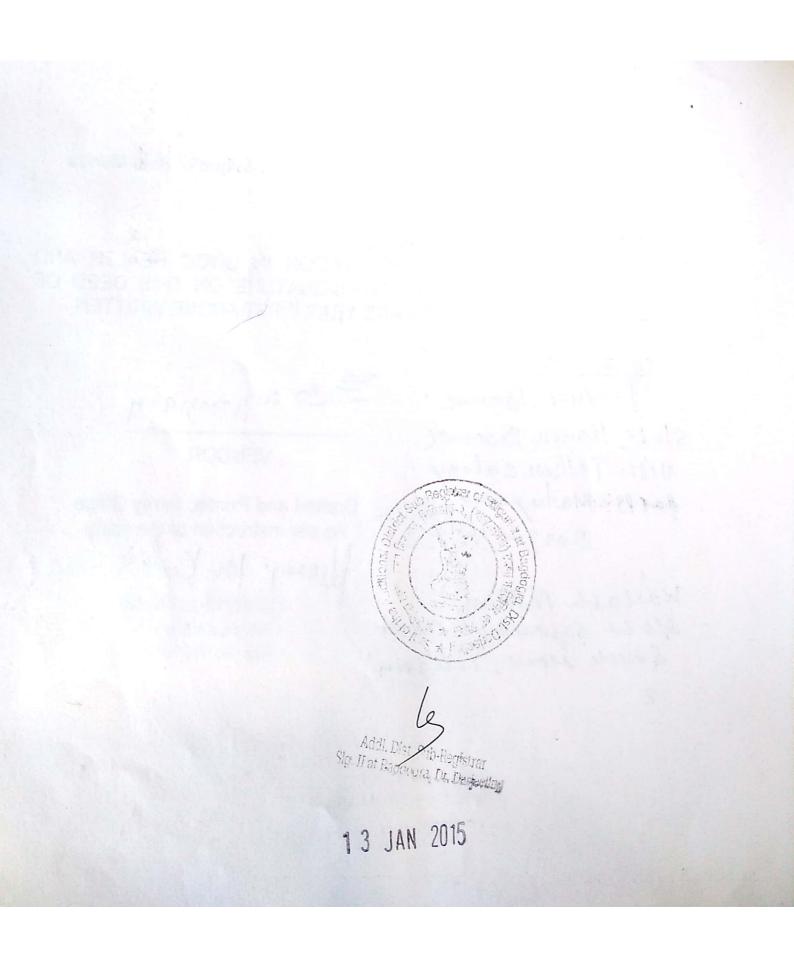
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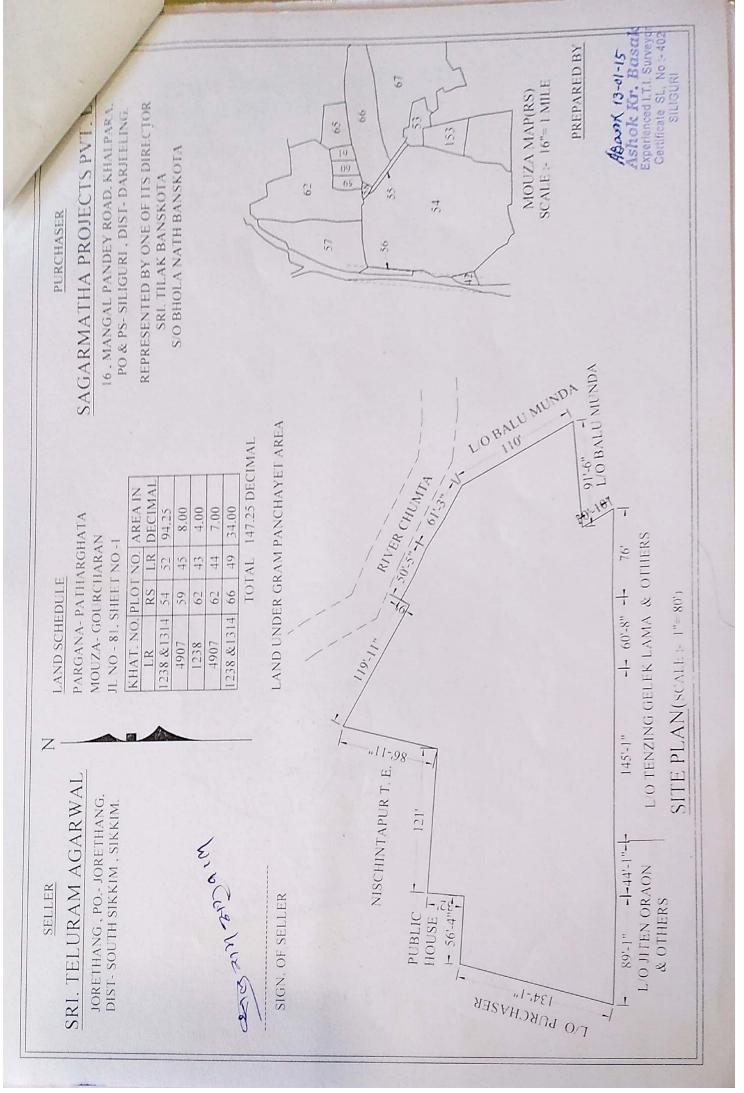
VENDOR

lleven co

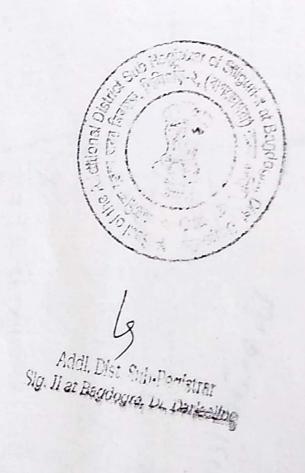
Drafted and Printed in my Office As per instruction of the party

> (Manoj Kumar Kedia) Advocate/Siliquri Regn No. WB/94/1997

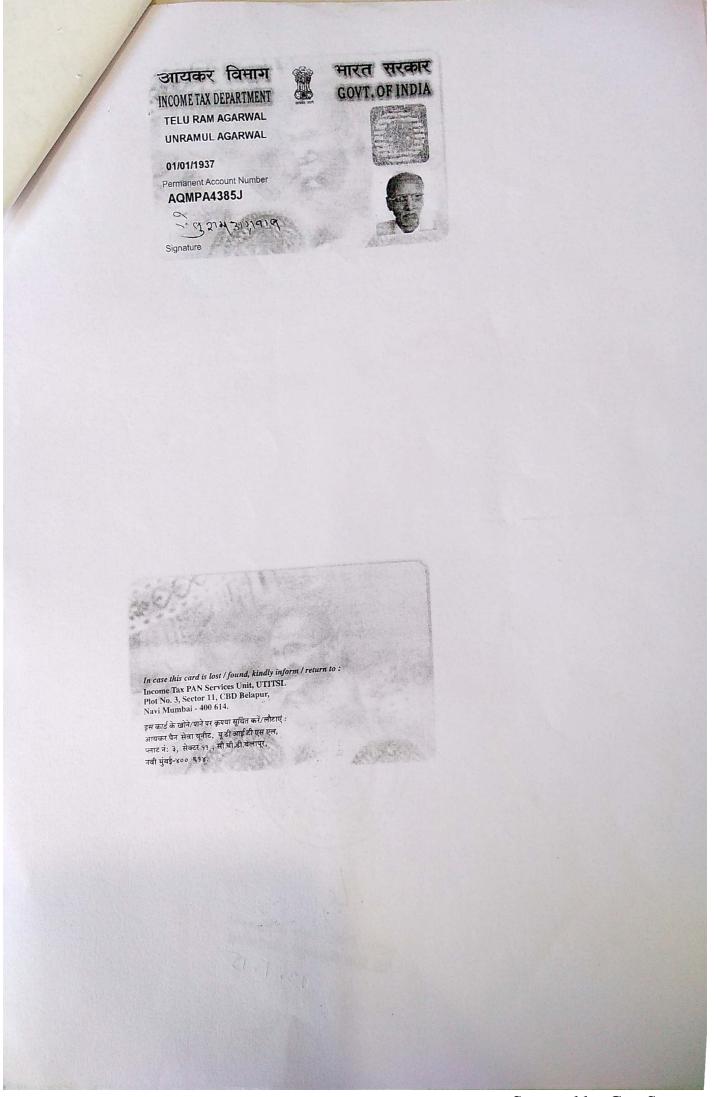


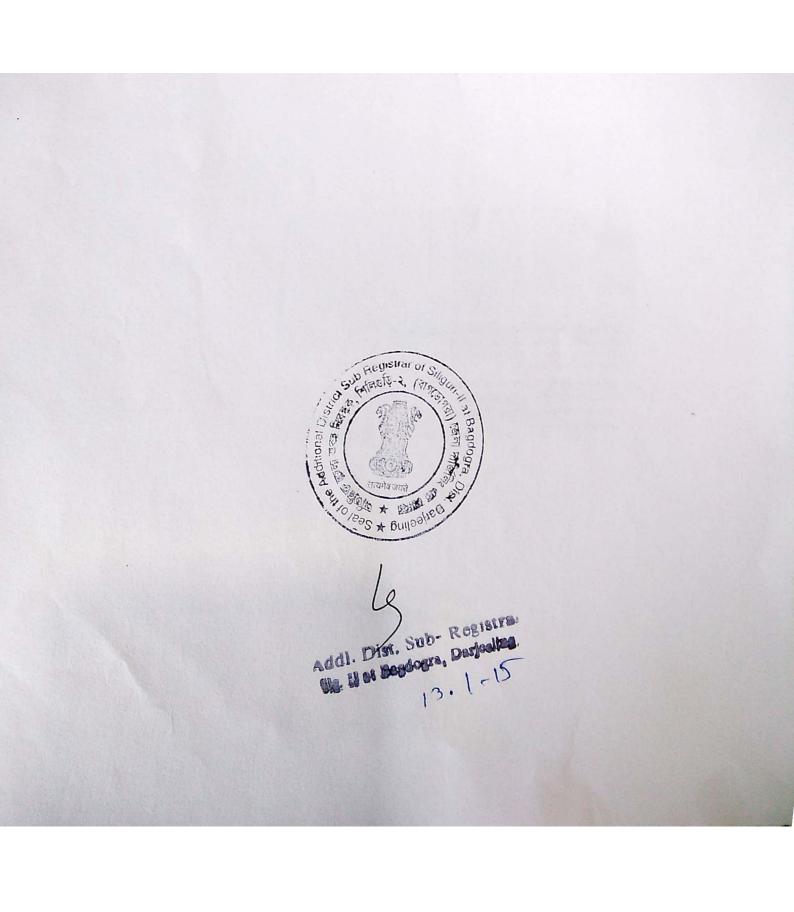


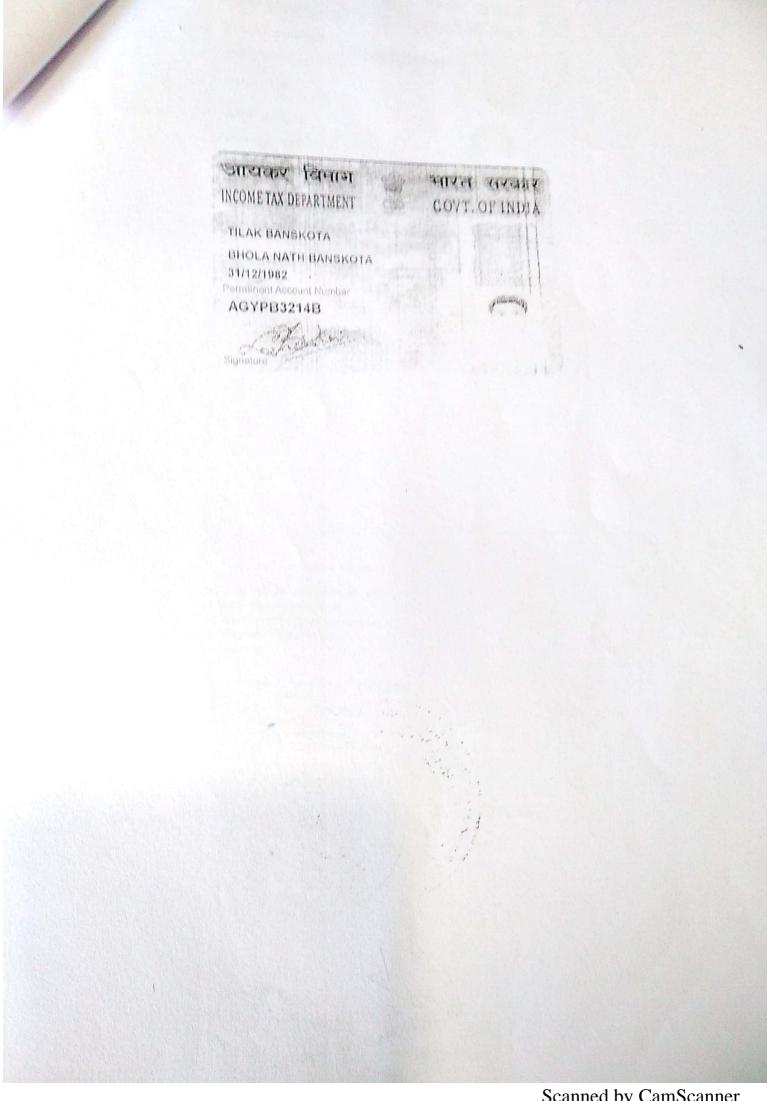
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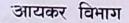
1 3 JAN 2015











INCOME TAX DEPARTMENT

NARESH AGARWAL

RAMSINGH AGARWAL

24/09/1968

ACHPA8732A

Nauch Agamel



भारत सरकार GOVT OF INDIA



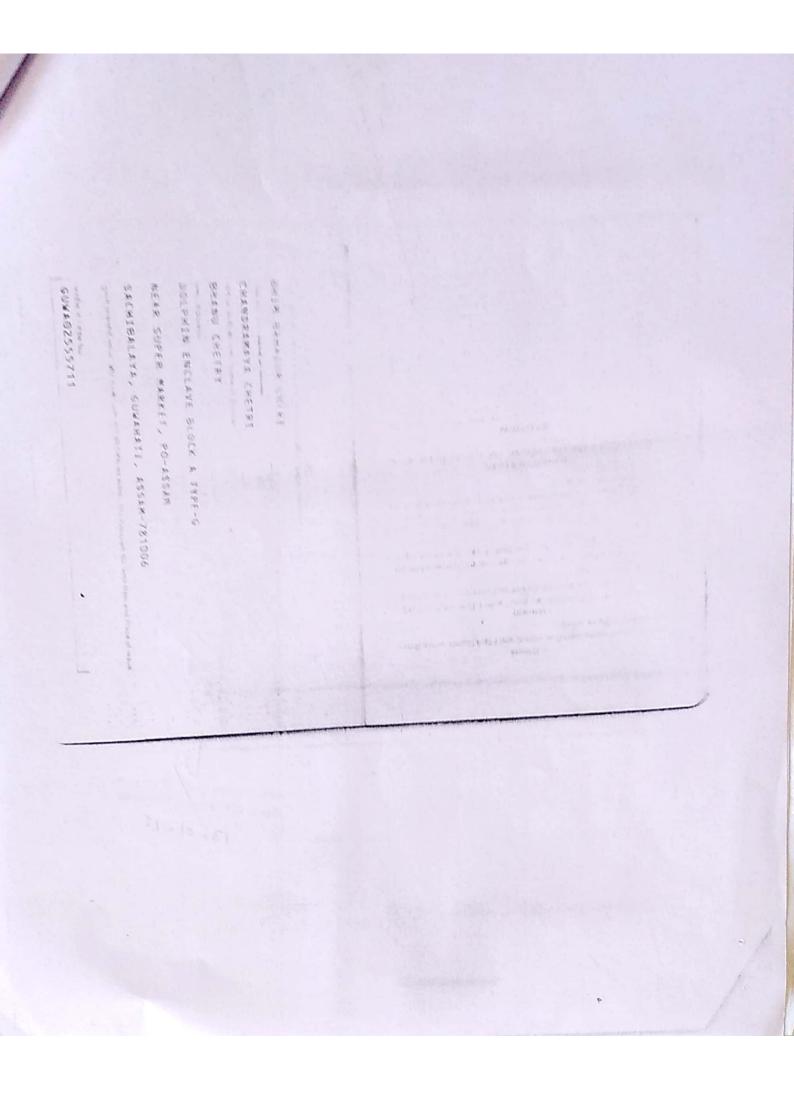


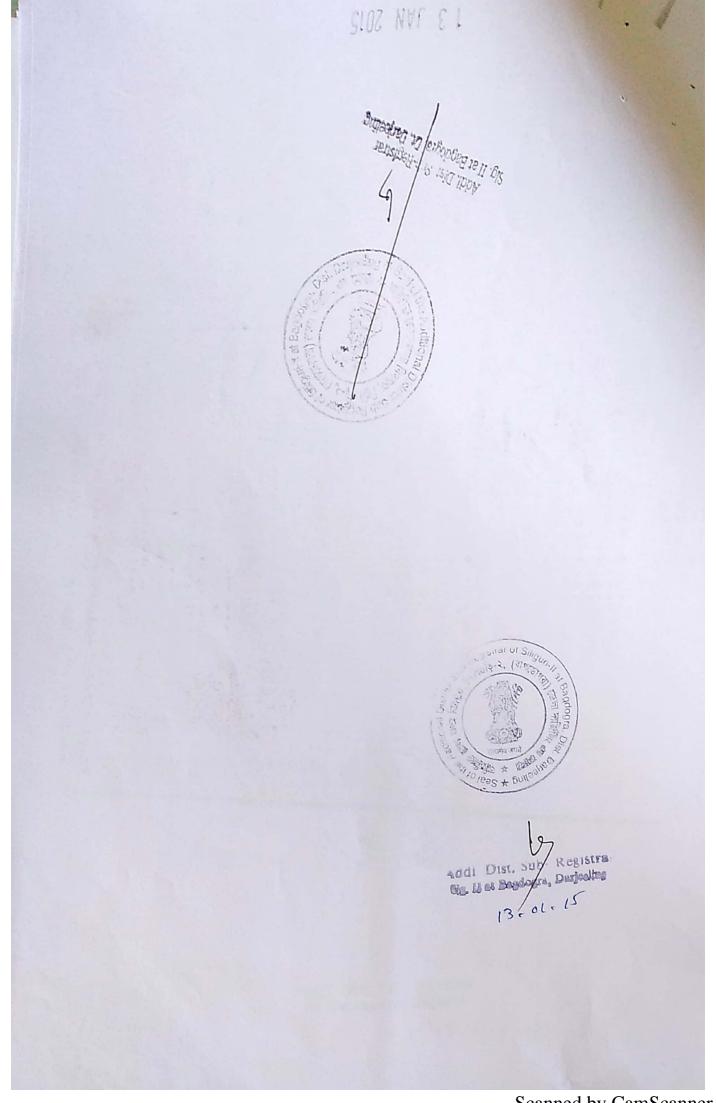
इसकार्ड के खोने / पाने पर कृपया सूचित करें / लीटाएं आयकर पैन सेवा इकाई एन एस डी एल 5 वी मंजिल, मंत्री स्टर्लिंग, प्लॉट न 341, सर्वे न 997/8, मॉडल कालोनी, दीप बंगला चीक के पास, पुणे -- 411 016

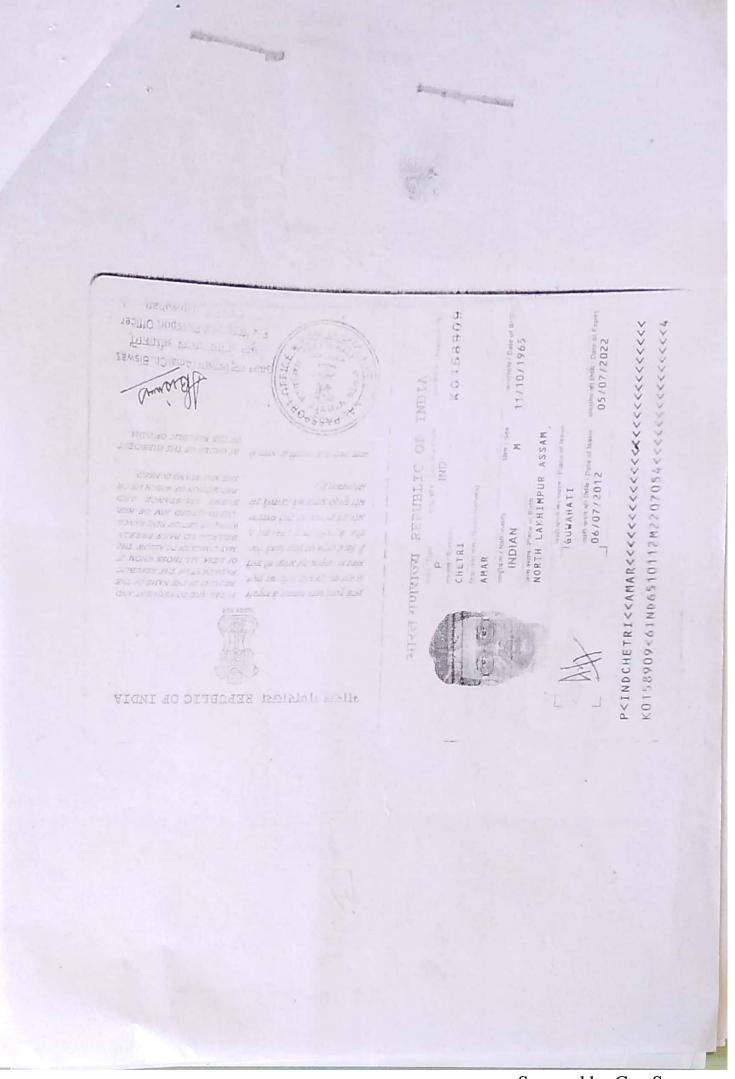
If this card is lost/someone's lost card is found, please inform / return to !
Income Tax PAN Services Unit, NSDL 5th floor, Mantri Sterling, Plot No. 341, Survey No. 997/8, Model Colony, Near Deep Bungalow Chowk, Pune – 411 016.

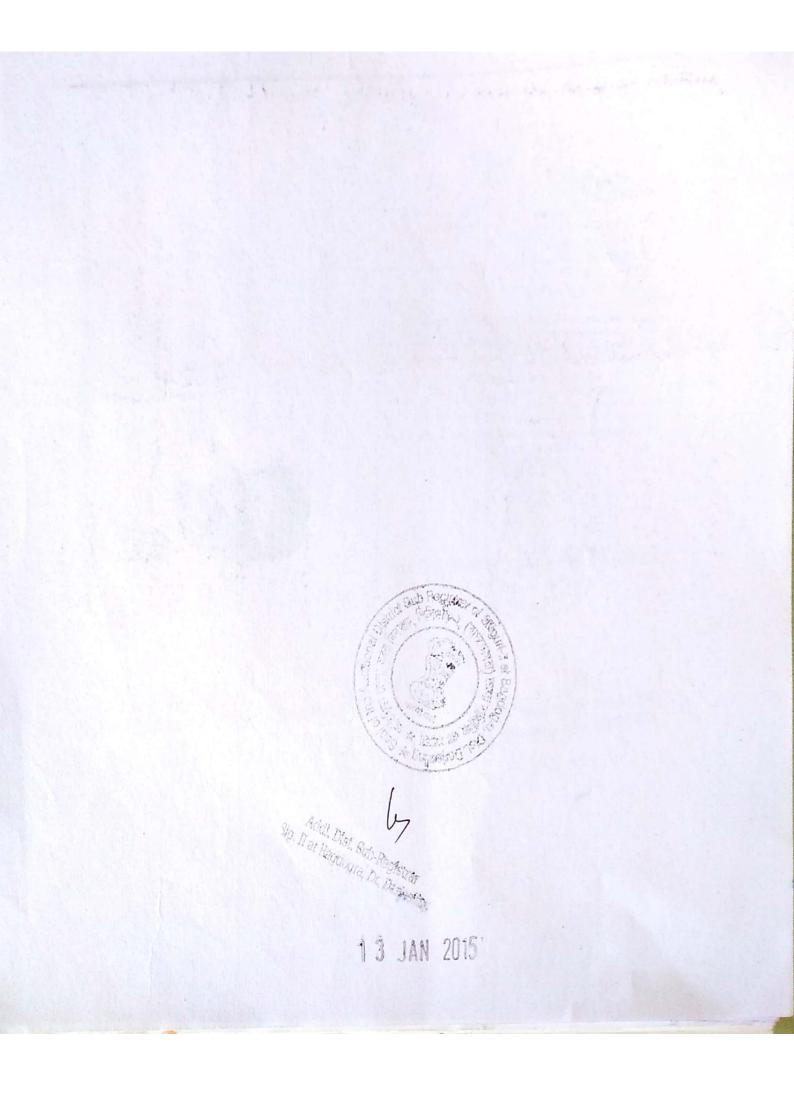
Tel: 91-20-2721 8080, Fax: 91-20-2721 8081 e-mail: tininfo@nsdl.co.in

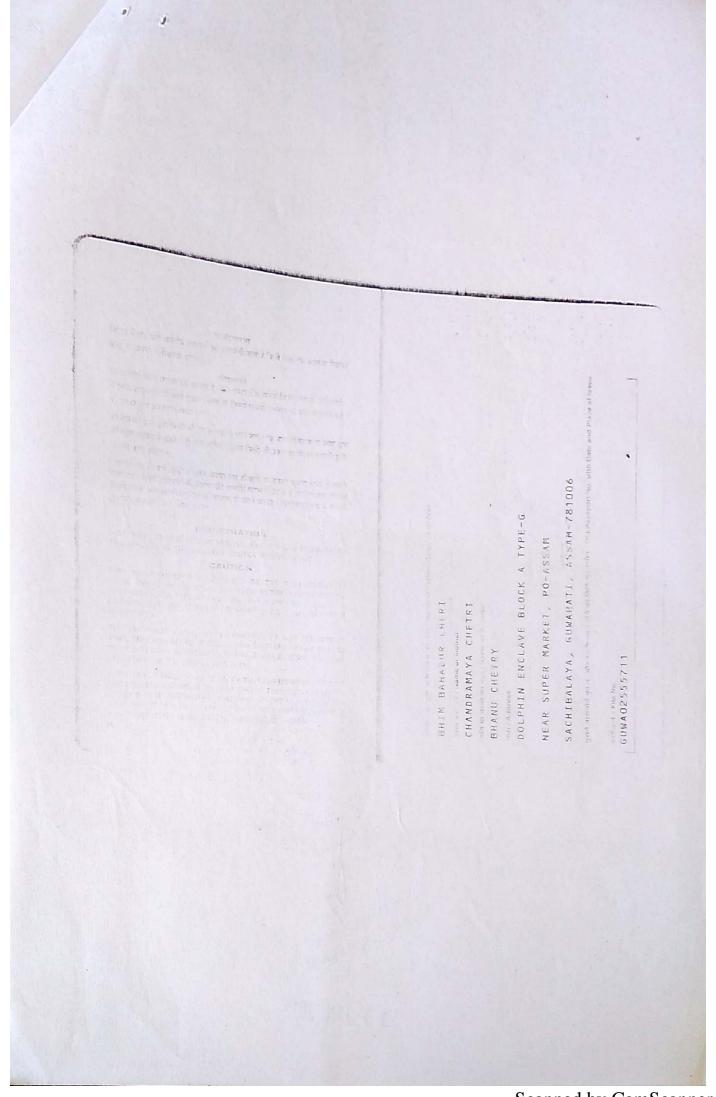


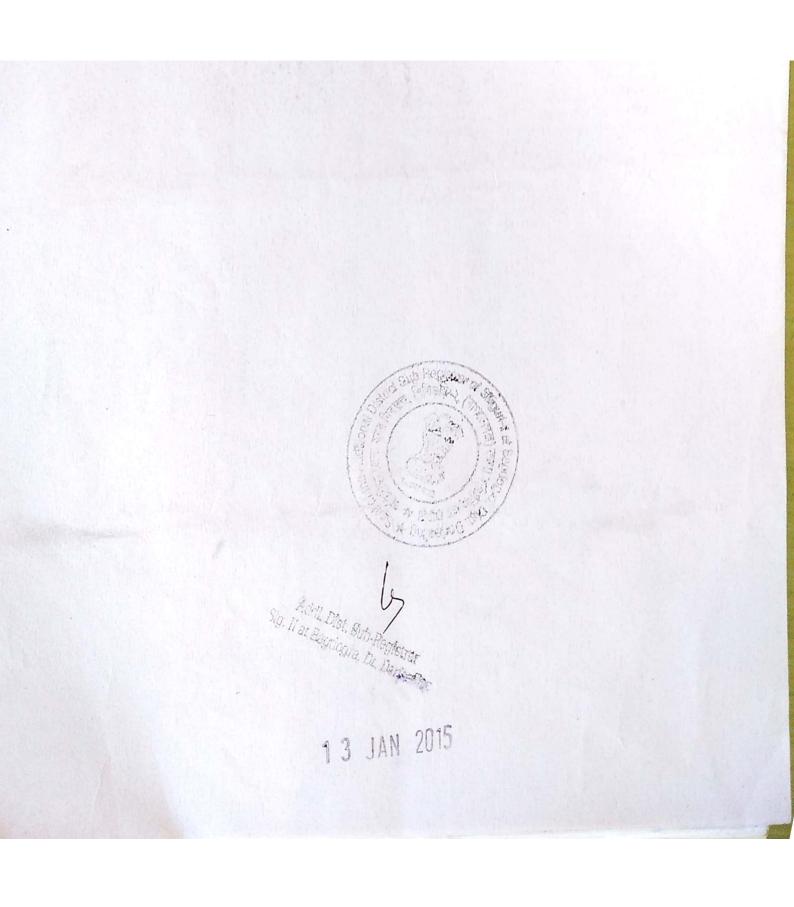










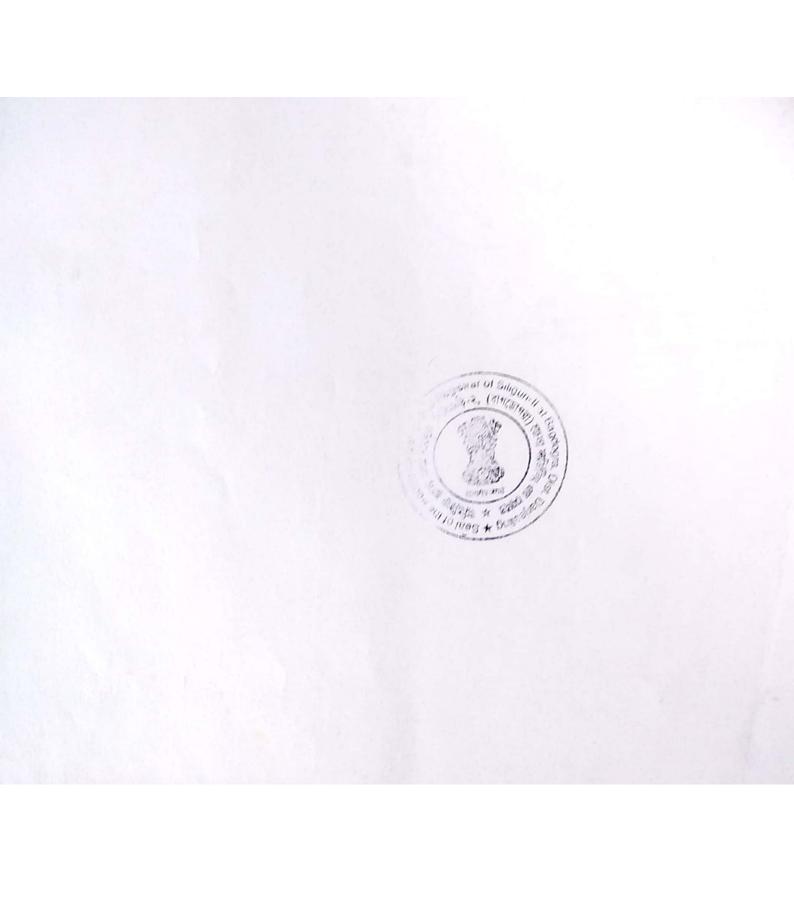


ate of Registration under section 60 and Rule 69.

egistered in Book - I CD Volume number 2 Page from 2057 to 2078 being No 00286 for the year 2015.



(Kaushik Ray) 31-January-2015 A.D.S.R. Siliguri-II at Bagdogra Office of the A.D.S.R. BAGDOGRA West Bengal



Government of West Bengal office of the A.D.F.B. Recorded of Registration and Stamp Revenue Office of the A.D.S.R. BAGDOGRA, District- Darjeeling mature / LTI Sheet of Serial No. 00332 / 2015, Deed No. (Book - I , 00286/2015) ure of the Presentant

me of the Presentant	Photo	Finger Print	Signature with date
Jorethang, P.O. Jorethang, District:-South Sikkim, SIKKIM, India	13/01/2015	LTI 13/01/2015	13-1-2215

II . Signature of the person(s) admitting the Execution at Office.

SI No. Admission of Execution By Signature Status Finger Print Photo

Teluram Agarwal Address - Jorethang, P.O. - Jorethang, District: - South Sikkim, SIKKIM, India

Self

JA311/31/1016

13/01/2015

13/01/2015

Name of Identifier of above Person(s) Prafulla Barman Pather Colony, Thana: -Matigara, P.O. :-Matigara, District:-Darjeeling, WEST BENGAL, India

Signature of Identifier with Date Prafulla Bannon

(Kaushik Ray) A.D.S.R. Siliguri-II at Bagdogra Office of the A.D.S.R. BAGDOGRA

Page 1 of 1

13/01/2015



Government Of West Bengal Office Of the A.D.S.R. BAGDOGRA District:-Darieeling

Endorsement For Deed Number : I - 00286 of 2015 (Serial No. 00332 of 2015 and Query No. 0403L000000398 of 2015)

On 13/01/2015

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, Act, 1955; Court fee stamp paid Rs.10/-

Registration Fees paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Registration Fees Rs. 2,05,696/- paid online on 09/01/2015 1:48AM with Govt. Ref. No. 192014150015060702 on 07/01/2015 5:31PM, Bank: State Bank of India, Bank Ref. No. 090115090018467 on 09/01/2015 1:48AM, Head of Account: 0030-03-104-001-16, Query No:0403L000000398/2015

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.-1,87,00,000/-

Certified that the required stamp duty of this document is Rs.- 1122010 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Stamp Duty paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Stamp duty Rs. 11,17,010/- paid online on 09/01/2015 1:48AM with Govt. Ref. No. 192014150015060702 on 07/01/2015 5:31PM, Bank: State Bank of India, Bank Ref. No. 090115090018467 on 09/01/2015 1:48AM, Head of Account: 0030-02-103-003-02, Duery No:0403L000000398/2015

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

Presented for registration at 14.00 hrs on :13/01/2015, at the Office of the A.D.S.R. BAGDOGRA by Teluram Agarwal ,Executant.

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

Execution is admitted on 13/01/2015 by

 Teluram Agarwal, son of Late Umrawmal Agarwal, Jorethang, P.O.:-Jorethang, District:-South Sikkim, SIKKIM, India, By Caste Hindu, By Profession: Business

Identified By Prafulla Barman, son of Late Harer Barman, Pathar Colony, Thana:-Matigara, P.O.:-Matigara, District:-Darjeeling, WEST BENGAL, India, By Caste: Hindu, By Profession: Others.

(Kaushik Ray) A.D.S.R. Siliguri-II at Bagdogra

(Kaushik Ray)
A.D.S.R. Siliguri-II at Bagdogra

12/01/2015 17:07:00