

প্रिचयक्ष पश्चिम बंगाल WEST BENGAL

32AA 671366

NO-I Deed no- 2604 for 2017.

FEES PAID

(1) Rs. 2.00 Re. 2.00 Re. 2.00 Re. 3 50 Re. 3 50 Re. 3 50 Re. 3 50 Re. 2 2 50 Re. 2 2 50 Re. 10.90 Re. 10.90

Total Re 58 50

Copy Submitted on 22.7.10

Delivered on 22-7-10

Name of Applicant, R. K. Agaperal

Bertal No. of Copy. 2061/1922

Addl. Dist. Sub-Registre

22-7-60.

S. No. 4225 Unio 14.7.2010

Sold to Rajesh Kamar Agarwal

C. Siliguri

E. R. Gliosh

Stamp Vendor

Shigari Coast

E. No. R. M / 105/1993

Darjeeling



THE STATE AND STATES



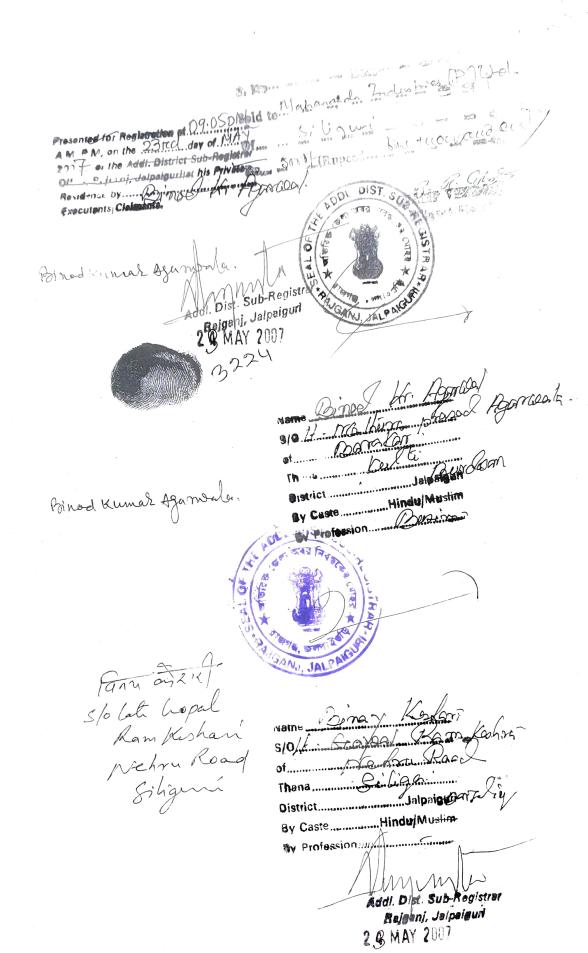
The Remaining Stamp Duty of Rs. 19000 scoepted in 4,00,000 20 Paper 198310/ Binod Kumal Agamonla 9 4/ 1955

DEED OF CONVEYANCE 08 70-07

Addl. Misk, Sub-Register

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: Rs. 4,00,000/-

AREA OF LAND

: 25 DECIMAL

MOUZA

: DABGRAM

PARAGANA

: BAIKUNTHAPUR

POLICE STATION

: BHAKTINAGAR

DISTRICT

: JALPAIGURI

KHATIAN NO.

: 296/17

PLOT NO.

: .485

SHEET NO.

: 15

J.L. NO.

2

Cont.p/3

BETWEEN

SRI BINOD KUMAR AGARWALA S/o Late Mathura Prasad Agarwala, Hindu by religion, Indian by Nationality, Business by occupation, resident of Barakar P.S. Kulti, District Burdwan in the state of West Bengal --- hereinafter called VENDOR / FIRST PARTY (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.

AND

MAHANANDA INDUSTRIES PRIVATE LIMITED private Limited Company registered under Companies Act 1956 bearing certificate Incorporation No. 21-25376 Dated 25.01.1962 having its registered office at Miturka House, Nehru Road, Khalpara, 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 executors, successors, administrators, representatives and assigns - in - office) of the ONE PART represented by one of its director SRI SOHAN LAL AGARWALA S/o Late Dalchand Agarwala, Hindu by religion, Indian by Nationality, Director of the above named Company by eccupation, resident of Mitruka House, Nehru Road, Maalpara, Siliguri.

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WHEREAS father of the Vendor since demised MATHURA PRASAD AGARWALA hereof is/was the recorded owner of all that piece and parcel of Land recorded in Khatian No. 296/17 of Mouza - Dabgram in the District of Jalpaiguri.

AND

WHEREAS above named MATHURA PRASAD AGARWALA died intestate leaving behind him, his only son BINOD KUMAR AGARWALA as his only legal heirs to inherit all his movable and immovable properties. Wife of MATHURA PRASAD AGARWALA predeceased him.

AND

WHEREAS as such Vendor hereof SRI BINOD KUMAR AGARWALA acquired all that piece and parcel of land acquired and possess by his father by virtue of inheritance.

AND

WHEREAS before demise MATHURA PRASAD AGARWALA and after his demise Vendor hereof SRI BINOD KUMAR AGARWALA is/was in actual Khas and physical possession of all that piece and parcel of land as fully described in the schedule below without any objection, interruption, claim, demand, whatsoever from any other person and as such the Vendor become sole, absolute and exclusive owner-in-possession of the said land and have got right, title and interest having permanent heritable and transferable interest therein.

Cont.p/5

AND

WHEREAS the First Party / Vendor being in need of fund for acquiring more profitable properties and for other purposes has offer for sale of the land measuring 25 Decimal as fully described in the schedule below.

A N D

WHEREAS the Purchaser being in need of land has accepted the offer of the first party and has offered and agreed to purchase the land as fully described in the schedule below for Rs. 4,00,000/- (Rupees four lakhs) only.

AND

WHEREAS the Vendor has accepted the price so fair and offered by the Purchaser as reasonable price in view of the prevailing highest market rate of land and has agreed to sale the land fully described in the schedule below for Rs. 4,00,000/- (Rupees four lakhs) only free from all encumbrances whatsoever.

NOW THIS INDENTURE WITNESSETH THAT:

of the aforesald offer In pursuance acceptance and also in consideration of Rs. 4,00,000/- (Rupees four lakhs) only, paid by Cash by the purchaser to the Vendor whereof the receipt vendor do acknowledge and grand full discharge to the purchasers from payment thereof) the Vendor do hereby grant, convey, assign and transfer

unto and in favour of the purchaser aforesaid land as fully described in the schedule below and make over khas physical possession thereof to purchasers together with all assessments, privileges, liberties, appendices, appurtenances belonging to or in any way appertaining to the said land and estate free form absolute encumbrances and the title right, interest into and upon the property hereby transferred, expressed or intended so to be TO HAVE and TO HOLD the same subject to the payment of rent, taxes etc. payable to the Superior land lord the State of West Bengal and any other proper authority.

AND the Vendor hereby covenanted with the purchaser that the interest which the vendor professes to transfer subsists and the Vendor has full authority and good power to transfer the said land, expressed or intended so to be unto the purchaser in the manner aforesaid and the Vendor or any person claiming under him shall and will from time to time at all times hereafter at the request and cost of the purchasers do execute all such acts, deeds and things whatsoever for further and more effectually assuring the enjoyment and possession of the purchaser thereof and therein as shall and may required.

Cont.p/7

IT is further covenanted that the land described in the schedule below is hold by the vendor has not been surrendered or forfeited and that there exist no charge, any attachment or mortgage, premises the whatsoever on encumbrances hereby transferred or expressed or intended so to be or any part thereof at the date of those presents and in the event of discover of any such charge, mortgage, attachment or any other encumbrances whatsoever the vendor shall be liable to be dealt with according to law both Civil and Criminal as the case may be and shall also be liable to compensate the purchasers for any loss or injury that the purchasers shall have to sustain in consequence thereof.

THAT the Vendor further convenient that all rent and taxes etc. or any other charges payable for the land hereby transferred or expressed or intended to be that accrued due upto the date of these presents have been paid and all other covenants and to be observed conditions required in case if it transpires performed and vendor shall be liable to the otherwise purchaser for any indemnify the resulting from any such non-payment, nonobservance and non-performance as aforesaid. Cont.p/8

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THAT the Vendor further declares that the entire land forming subject matter of the present conveyance was in khas and actual possession of the Vendor at the date these presents. If for any defect to title or for any act done or suffered to be done by these presents the purchaser is deprived of possession or enjoyment of the property hereby transferred or expressed or intended so to be these presents or any part thereof the Vendor shall be liable to return to the purchasers the full or proportionate part of the consideration money as the case may be together with interest at the rate of 24% per annum from the date of such deprivation or dispossession and shall also be liable for adequate compensation for any loss or injury attending thereto be sustained by the purchaser.

IT is hereby further declared by the Vendor that the Vendor has not entered in to any binding contract with any other person whatsoever to sell or to transfer otherwise the said land conveyed by those presents or intended so to be or any part thereof and that there subsists no such contract of sale or transfer existing with respect aforesaid land or any part thereof at date of these presents or if any of recitals made herein are proved to be false the vendor shall be liable to be dealt with according to law for false recitals therein and shall also be liable compensate the purchaser adequately for the loss or injury to be sustained by purchasers in consequence thereof.

IT is further declare and confirm by the Vendor hereof that there is no legal heir of LATE MATHURA PRASAD AGARWALA other then the vendor hereof.

SCHEDULE

All that piece and parcel of land measuring 25 (two five) Decimal appertaining to and forming part of Plot No. 485 (four eight five), Sheet No. 15 recorded in Khatian No. 296/17 (two nine six by one seven), J.L. NO. (two) in Mouza - Dabgram, Pargana Baikunthapur, P.S. Bhaktinagar the in district of Jalpaiguri.

The said land is butted and bounded as follows:-

: LAND OF PLOT NO. 1453/483 & BY THE NORTH

BY THE SOUTH : LAND OF PLOT NO. 487 & 488

: SOLD LAND OF VENDOR, BY THE EAST : LAND OF THE PURCHASER, BY THE WEST

INWITNESS WHEREOF the Vendor does hereunto set his hand on the Day, Month and Year first above written.

Slo. D. R. Chow There to the Bag star Wallet

Gosala Ross, Babupara, SILIGURI.

1. Jagdish Chowdhary
S(b. D. R. Chowdhard

Princed Kumar Agamonda.

DL. DIST. SAY E N D O R

Drafted by me and printed at my office.

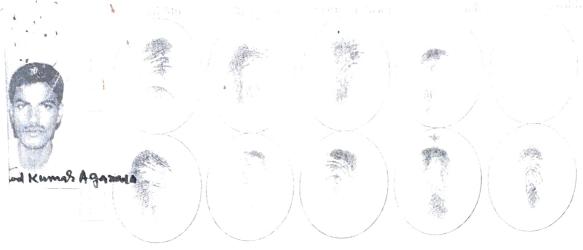
CHECKED BY

MEMO OF RECEIPT

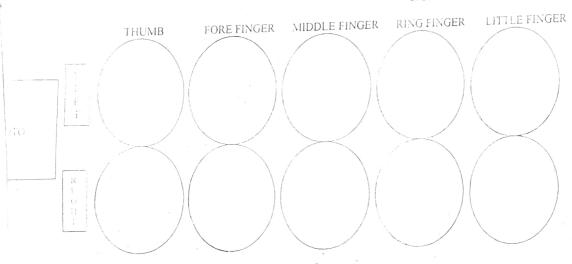
Rs. 4,00,000/-

RECEIVED of and from the within named PURCHASER Rs. 4,00,000/- (four lakhs) only by within named VENDOR the within sum of Rs. 4,00,000/- (four lakhs) only paid by the PURCHASER to the VENDOR by Cash in respect of the property conveyed herein.





Poirod Kumar Agamada. SIGN WITH DATE



SIGN WITH DATE



Sohanlal Agarwala.

SIGNITURE WITH DATE

URE OF R.C.