

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL



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DEED OF CONVEYANCE

Tilewann Maker

THIS DEED OF CONVEYANCE IS MADE ON THIS THE 11th DAY OF June, 2008

: 3:

Area of Land

: 0.0775 (Zero Point Zero Seven Seven Five) Acres or 4.68 Kathas:
: Rs. 4,75,000/- (Rupees Four Lacs and Seventy Five Thousand only)
: 625/1048

Consideration

Plot No. Khatian No.

: 701/2. : 2 : 8

J.L.No.

Sheet No.

Mouza.

Pargana.

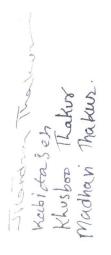
: Dabgfam : Baikunthapur

P.S.

: Bhaktinagar

District

: Jalpaiguri



: 4 :

## BETWEEN

SRI BALAJI PLAZA PRIVATE LIMITED, a Private Limited Company registered under the Companies Act, 1956 vide Certificate of Incorporation No. U-70101 WB 2005 PTC 103172 of 2005, dated 17.05.2005 and having its registered office at Neelkamal Apartment, Pranami Mandir Road, Siliguri, P.O. Siliguri, P.S. Bhaktinagar, Dist- Jalpaiguri, in the state of West Bengal, represented by its Directors 1. SMT. MADHURI AGARWAL, wife of Sri Harish Agarwal, resident of Narayani Bhawan, 27, Sevoke Road, P.O. & P.S. Siliguri, Dist: Darjeeling, in the state of West Bengal 2. SMT. NEERA MITTAL, wife of Sri Ravi Mittal, resident of Pranami Mandir Road, P.O. Siliguri, P.S. Bhaktinagar, Dist: Jalpaiguri, in the state of West Bengal, hereinafter called the "PURCHASER" (which expression shall mean and include unless excluded by or repugnant to the context its directors, successors in office, representatives, administrators and assigns) of the FIRST PART.

#### AND

- 1. SRI JITENDRA THAKUR, son of Late Naresh Chandra Thakur, Business by occupation,
- 2. SMT. KABITA SEN (THAKUR), daughter of Late Naresh Chandra Thakur, wife of Sri Ajit Kumar Sen, Housewife by occupation,
- 3. SMT. KHUSBOO THAKUR, daughter of Late Naresh Chandra Thakur, Housewife by occupation.
- 3. SMT. MADHAVI THAKUR, daughter of Late Naresh Chandra Thakur, Housewife by occupation, all are Indian by nationality, residents of Saradamoni Road, Haiderpara, Siliguri, P.O. Siliguri, P.S. Bhakthagar, Dist: Jalpaiguri, in the state of West Bengal, hereinafter called the "VENDOR" (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, successors, representatives, administrators and assigns) of the SECOND PART.

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: 5:

WHEREAS one Sri Debendra Nath Ghosh, son of Late Pyarimohan Ghosh, acquired and became the sole, absolute and exclusive owner of a plot of land measuring more or less 5 Kathas, recorded in Plot No. 625/1048 of Mouza-Dabgram, Pargana-Baikunthapur, J.L.No. 2, under Khatian No. 701/2, in the district of Jalpaiguri by virtue of a Deed of Conveyance being Document No. 3306 for the year 1964, recorded in Book No. I, Volume No. 31, pages 238 to 240, registered at the office of the Sadar Joint Sub-Registrar, Jalpaiguri.

AND WHEREAS abovenamed Sri Debendra Nath Ghosh had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 2.75 Kathas, unto and in favour of NARESH CHANDRA THAKUR (now deceased), by virtue of Sale Deed, dated 21.09.1979, being Document No. 5110 for the year-1979, recorded in Book No. I, Volume No. 69, pages 122 to 124.registered at the office of the District Sub-Registrar, Jalpaiguri.

AND WHEREAS abovenamed Sri Debendra Nath Ghosh had transferred for valuable consideration and made over physical possession of another piece or parcel of land measuring 2.25 Kathas, unto and in favour of NARESH CHANDRA THAKUR (now deceased), by virtue of Sale Deed, dated 21.09.1979, being Document No. 5116 for the year 1979, recorded in Book No. I, Volume No. 77, pages 18 to 20 registered at the office of the District Sub-Registrar, Jalpaiguri.

AND WHEREAS by virtue of the aforesaid two separate Sale Deeds NARESH CHANDRA THAKUR (now deceased) became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 5 Kathas, having permanent heritable and transferable right, title and interest therein.

AND WHEREAS NARESH CHANDRA THAKUR died intestate leaving behind him 1) SRI JITENDRA THAKUR, son 2) SMT. KABITA SEN (THAKUR), daughter 3) SMT. KHUSBOO THAKUR, daughter and 4. SMT. MADHAVI THAKUR, daughter as his only legal heirs as per the provisions of Hindu Succession Act, 1956 to inherit the aforesaid land measuring 5 Kathas.

AND WHEREAS by way of inheritance abovenamed 1) SRI JITENDRA THAKUR, 2) SMT. KABITA SEN (THAKUR), 3) SMT. KHUSBOO THAKUR and 4. SMT. MADHAVI THAKUR, became the sole, exclusive and absolute owner of all that piece and parcel of land measuring 5 Kathas, having permanent, heritable and transferable right, title and interest therein.



**AND WHEREAS** the abovenamed owner of land, the Vendor of these presents being in need of money for some other developmental purposes decided and agreed to sell **0.0775** (**Zero Point Zero Seven Seven Five**) **Acres or 4.68 Kathas** out of the above said total land measuring 5 Kathas and accordingly was in search of a suitable buyer.

AND WHEREAS the Purchaser of these presents finding the plot of land suitable for its business purposes decided and agreed to purchase the said plot of land as fully described in the Schedule below and requested the Vendor to sell the said plot of land for a valuable consideration of Rs 4,75,000/- (Rupees Four Lacs and Seventy Five Thousand only).

AND WHEREAS the Vendor finding the price offered by the Purchaser to be highest prevailing in the market agreed to sell the said land fully described in the Schedule below for the sum of Rs 4,75,000/- (Rupees Four Lacs and Seventy Five Thousand only) free from all encumbrances and charges whatsoever unto the Purchaser and the said land is transferred in the manner as appearing hereinafter.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid offer, acceptance and in consideration of a sum of Rs 4,75,000/- (Rupees Four Lacs and Seventy Five Thousand only), paid by the Purchaser to the Vendor, the receipt of which the Vendor do hereby acknowledge and grants full discharge to the purchasers from the payment thereof and the Vendor do hereby assign, sell, grant, convey and transfer absolutely and forever the said land measuring 0.0775 (Zero Point Zero Seven Five) Acres or 4.68 Kathas, fully described in the Schedule appended hereinunder, and makes over possession thereof unto and in favour of the purchasers peacefully and quietly together with all right, title, hereditaments, easements, liberties, appurtenances, etc., whatsoever in any way belonging to or purported to belong or which was/were so long being enjoyed by the vendor therewith with permanent heritable and transferable right, title and interest therein without any objection, claim, interference or interruption from the vendor or person claiming under him subject to the payment of land revenue and other taxes to the Govt. of West Bengal and or such other authorities as law may provide from time to time in future.

THE VENDOR do hereby covenants with the Purchaser that they shall have no right and claim whatsoever unto the Purchaser with respect to the remaining area of land over and above the area of land hereby transferred and possession given to the Purchaser being 0.0775 (Zero Point Zero Seven Seven Five) Acres or 4.68 Kathas out of the above said total land measuring 5 Kathas.



: 7:

THE VENDOR do hereby declares that the interest which they professes to transfer hereby subsists as on the date of these present and the Vendor has not previously sold, mortgaged, transferred or contracted for sale or otherwise the said below scheduled land or any part thereof in favour of any other party or persons and the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and that the recitals made hereinabove and hereinafter are all true and in the event of contrary, the Vendor shall be liable to make good the loss or injury which the purchaser may suffer or sustain resulting therefrom.

THE VENDOR do hereby further covenants with the Purchasers that if for any defect of title or for any act done or suffered to be done by the Vendor, the Purchaser is deprived of ownership or of possession of the Scheduled property or any part thereof in future, the Vendor shall be liable to return to the Purchaser the full or proportionate part of the consideration money as the case may be together with interest from the date of such deprivation and the Vendor shall further pay adequate compensation to the Purchasers for any other loss or injury which the Purchasers may suffer or sustain in consequence thereof.

#### SCHEDULE OF LAND

All the piece or parcel of Land measuring 0.0775 (Zero Point Zero Seven Seven Five) Acres or 4.68 Kathas approximately, appertaining to and forming part of Plot No. 625/1048, recorded in Khatian No. 701/2, situated within Pargana-Baikunthapur, Mouza-Dabgram, J.L.No.2, Sheet No. 8, Police Station-Bhaktinagar, in Ward No. 41 of Siliguri Municipal Corporation, in the district of Jalpaiguri:

The said piece or parcel of land is bound and butted as follows:

North: Municipal Road, 20 Ft Warden Thatear

South: Kakar Singh,

East : Land of Purchaser,

West : Joy Singh & others.

Cont ... P/8

Cpd.

Separate Sheet is being used for the purpose of affixing impressions of fingers of both the hands of the Vendor and Purchaser.

IN WITNESSES WHEREOF the Vendors in good health and conscious mind have put their signatures on these presents on the day, month and year first above written.

WITNESSES:

1. Hensh Kumer Agerny
Sblok Henik Chend Ageny
Sevolce Road
Porph Singues

The contents of this document have been gone through and understood personally by the purchaser and vendor.

Amal Dey
Slo Haripada Dey
Sevoke Road Siliguri

Kabiata Sen Khushoo Thakux Madhavi Thakuz

(VENDOR)

Drafted, read over and explained by me and typed in computer and printed in my office.

Advocate, Siligari WB - 627/95.

# **CLAIMANT SHEET**

		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
(a) (a)	Left Hand			<u>.</u>	44	***
	Right Hand					

Sri Balaji Plaza Pvt. '
Madhuri Agarual
Signatu Ofrector

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<b>ब्रि</b>	Left Hand				10	
sed _	Right Hand	14. [1]				

Neura Mittal.

Sri Balaji Plaza Pvt. Ltd.

Neura Mitalector Signature

# EXECUTANT SHEET

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	Left Hand					
JI Comana Track	Right Hand			and the second s		

Marda Wakow

Signature Signature

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KobitaSeh abitaSen	Right Hand					

KabiltoSen

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# **EXECUTANT SHEET**

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9	Left Hand					
Khusboo Thakur	Right Hand					Ta .

Khusboo Thakur

Khusboo Thakur Signature

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	Left Hand	0		0		0
madhavi Thak Madhavi Thak	Hard.					

Madhavi Thakur

Madhavr Thakur Signature

#### **Government of West Bengal**

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue Office of the A. D. S. R. RAJGANJ, District- Jalpaiguri

Signature / LTI Sheet of Serial No. 02101 / 2008, Deed No. (Book - I , 01941/2008)

. Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Jitendra Thakur			Thendra Thaker
			11 JUN 100

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Jitendra Thakur Address -Saradamoni Road, Haiderpara, Siligu Siliguri Jalpaiguri	Self	100		Jilandray Thake
				LTI	3005
			11/06/2008	11/06/2008	
2	Kabita Sen ( Thakur) Address -Saradamoni Road, Haiderpara, Siliguri Siliguri Jalpaiguri	Self	GP.		Kabita Sen
			3711	LTI	3006
			11/06/2008	11/06/2008	
3	Khusboo Thakur Address -Saradamoni Road, Haiderpara, Siliguri Siliguri	Self			
	Jalpaiguri				Khusboo Takus
				LTI	2007
			11/06/2008	11/06/2008	300 1
4	Madhavi Thakur Address -Saradamoni Road, Haidessara, Siliguri Siliguri Jalpaiguri	Self			Madhavi Thakur
				LTI	2,003
			11/06/2008	11/06/2008	

Name of Iden fier of above Person(s)

Hinsh Kumar A rwal PS-Siliguri,Sev e Road Siliguri Darjeeling

Page 1 of 1

Signature of Identifier with Date

i Joany, Japan 1 1 .IIIN 2008

(Dhruba Dasgupta) ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A. D. S. R. RAJGANJ

#### Government Of West Bengal Office of the A. D. S. R. RAJGANJ RAJGANJ

Endorsement For deed Number: I-01941 of: 2008 (Serial No. 02101, 2008)

#### On 11/06/2008

## Certificate of Admissibility(Rule 43)

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. 10.00/-

#### Payment of Fees:

Fee Paid in rupees under article . A(1) = 13354/-

on.11/06/2008

#### Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs- 1214460/-

Certified that the required stamp duty of this document is Rs 72868 /- and the Stamp duty paid as: Impresive Rs-5000

#### Deficit stamp duty

Deficit stamp duty 1.Rs 37900/- is paid, by the draft number 385948, Draft Date 10/06/2008 Bank Name STATE BANK OF INDIA, Siliguri, recieved on :11/06/2008. 2.Rs 30000/- is paid, by the draft number 385947, Draft Date 10/06/2008 Bank Name STATE BANK OF INDIA, Siliguri, recieved on :11/06/2008.

## Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 12.52 hrs on :11/06/2008,at the Office of the A. D. S. R. RAJGANJ the Executants.

by Jitendra Thakur, one of

### Admission of Execution(Under Section 58)

Execution is admitted on 11/06/2008 by

1. Jitendra Thakur, son of Late Naresh Chandra Thakur, Saradamoni Road, Haiderpara, Siligu Siliguri Jalpaiguri, Thana Bhaktinagar, By caste Hindu, by Profession: Business

2. Kabita Sen (Thakur), daughter of Late Naresh Chandra Thakur, Saradamoni Road, Haiderpara, Siliguri Siliguri Jalpaiguri ,Thana Bhaktinagar, By caste Hindu,by Profession :House wife

3. Khusboo Thakur, daughter of Late Naresh Chandra Thakur, Saradamoni Road, Haiderpara, Siliguri Siliguri Jalpaiguri Than. Shaktinagar, By caste Hindu, by Profession : House wife

4. Madhavi Thakur, daughter of Late Naresh Chandra Thakur, Saradamoni Road, Haiderpara, Siliguri Siliguri Jalpaiguri Thana Bhaktinagar, By caste Hindu, by Profession: Cultivation

Identified By Hinsh Kumar Agarwal, son of Late Manik Chand Agarwal, Sevoke Road Siliguri Darjeeling Thana: Siliguri, by caste

Hindu, By Profession: Others

[Dhruba Dasgupta]

Yddl. Diet

ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF RAJGANJ

Govt. of West Bengal

Page: 1 of 1

# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 6 Page from 1866 to 1880 being No 01941 for the year 2008.



(Dhruba Dasgupta) 11-June-2008 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A. D. S. R. RAJGANJ West Bengal