

L. NO. 3582

2 3588 (13)



भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु. 5000

Rs. 5000

पाँच हजार रुपये

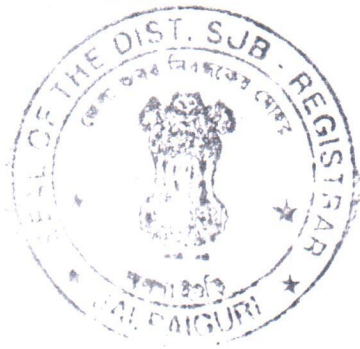
FIVE THOUSAND RUPEES



INDIA

पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

A 54164



I certify that the document is admitted to  
 Registration and the Signature Sheet and  
 the Endorsement Sheet attached to his  
 Document are part of this Document

*[Signature]*  
 District Sub-Registrar

*[Handwritten signature]*

24 SEP 2012

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE IS MADE ON THIS THE 21<sup>st</sup> DAY OF  
September, 2012

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1114  
 12  
 250  
 315  
 135

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Area of Land : 4 Kathas  
Consideration : Rs. 22,44,000 /-  
(Rupees Twenty Two Lacs and Forty Four  
Thousand only)  
Plot No. : 625/1045  
Khatian No. : 701/3  
J.L.No. : 2  
Sheet No. : 8  
Mouza. : Dabgram  
Pargana. : Baikunthapur  
P. S. : Bhaktinagar  
District : Jalpaiguri

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**BETWEEN**

**SRI BALAJI PLAZA PRIVATE LIMITED** (I.T.PAN: AAKCS7096M), 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 Director 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**

**MD. MUKHTAR ALAM** (I.T. PAN: AGUPA7028G), son of Mahmood Alam, Business by occupation, Muslim by faith, Indian by nationality, resident of Lower Gandhi Nagar, Sahid Nagar, Ward No.43 of S.M.C., Police Station Bhaktinagar, 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 his heirs, executors, successors, representatives, administrators and assigns) of the **SECOND PART.**

**WHEREAS** one Sri Karna Dixit Puri was the absolute owner-in-possession of all that piece or parcel of land measuring 0.33 acre in Plot No. 625 under Khatian No. 701/2 and 625/1045 & 625/1053 and 625/1050 under Khatian No. 701/3 within Mouza- Dabgram, Sheet No. 8, J.L. No. 2, P.S. Bhaktinagar having permanent, heritable and transferable right, title and interest therein.

**AND WHEREAS** being the owner of such possession, Sri Karna Dixit Puri sold and transferred the aforesaid land measuring 0.33 acre to and in favour of Sri Sanjay Agarwal, son of Sri Murari Lal Agarwal of Sevoke Road, Siliguri by virtue of a Deed of Sale executed and registered on 18.5.1990 in the office of the Addl. District Sub-Registrar at Jalpaiguri and recorded in Book-I, being No. 2270 for the year 1990.



Uma Rani Saha

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**AND WHEREAS** in the manner aforesaid Sri Sanjay Agarwal became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 0.33 acre having permanent, heritable and transferable right, title and interest therein.

**AND WHEREAS** being the owner of such possession, Sri Sanjay Agarwal sold and transferred a part of land measuring 4 (four) Kathas or 0.066 acre out of the aforesaid land to and in favour of Sri Jatindra Mohan Saha and Smt. Uma Rani Saha by executing a Deed of Sale on 11.4.2001 and presented for registration in the office of District Sub-Registrar at Jalpaiguri and finally registered on 31.08.2001 and recorded in Book-I, Volume No. 40 at pages 63-68, being No. 3296 for the year 2001.

**AND WHEREAS** by virtue of the aforesaid Sale Deed Sri Jatindra Mohan Saha and Smt. Uma Rani Saha jointly acquired the aforesaid land measuring 4 (four) Kathas or more or less 0.066 acre in their khas possession and thus they became absolute owners of the said land measuring 4 kathas having all right, title and interest therein and they got their names duly mutated in the record - of -right in the office of the B.L & L.R.O at Rajganj vide M.C. No. IX-II/236/Dab-I/2002-03. And as per Mutation, the said plot of land measuring 4 Kathas has been identified as plot No. 625/1045 out of the three plots.

**WHEREAS** MD. MUKHTAR ALAM (the vendor of these presents), acquired from Sri Jatindra Mohan Saha and Smt. Uma Rani Saha the aforesaid land and a dilapidated structure more fully described in the Schedule below by virtue of a Deed of Conveyance dated 10.12.2008 registered at the Office of the Additional District Sub-Registrar, Rajganj, Jalpaiguri, registered in Book-I, CD Volume No. 17, page from 2093 to 2111, being No. 4384 for the year 2008.

**AND WHEREAS** in the manner aforesaid MD. MUKHTAR ALAM became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 4 Kathas and a dilapidated structure, having permanent heritable and transferable right, title and interest therein and the Scheduled property is in khas, actual and physical possession of the Vendor on the date of these presents.

**AND WHEREAS** the Vendor of these presents being in need of money for some other developmental purposes decided and agreed to sell the Scheduled property and accordingly was in search of a suitable buyer.

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**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. **22,44,000** /- (Rupees **Twenty Two Lacs and Forty Four 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. **22,44,000** /- (Rupees **Twenty Two Lacs and Forty Four 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. **22,44,000** /- (Rupees **Twenty Two Lacs and Forty Four 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 **4 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 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.

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**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 vacant Land measuring 4 Kathas, appertaining to and forming part of Plot No. 625/1045, recorded in Khatian No. 701/3, situated within Pargana-Baikunthapur, Mouza-Dabgram, J.L.No. 2, Sheet No. 8, Police Station-Bhaktinagar, in Ward No. 40 of Siliguri Municipal Corporation, in the district of Jalpaiguri. The land use and nature of the said land as recorded in ROR is Bastu.

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

- North : Land of Sri Balaji Plaza Pvt. Ltd.,
- South : Land of Sri Balaji Plaza Pvt. Ltd.,
- East : Land of Sri Balaji Plaza Pvt. Ltd.,
- West : Land of Sri Balaji Plaza Pvt. Ltd.

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

WITNESSES:

1. Anand Goyal

S/o Lt. Om Prakash Goyal  
Sardar Road, P.O. & P.S. Siliguri  
Dist. Darjeeling

2. Binoy Krishna Barman

S/o: H.P. Barman  
Warrayanpur, Balurghat - 733101  
Dakshin Dinajpur, W.B.

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

A. Alam

(VENDOR)

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

Chandan Moulick

Advocate, Siliguri

E. No. P/657/664/1990

**MEMO OF CONSIDERATION**

Received from the within named Purchaser **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, a sum of Rs. **22,44,000** /- (Rupees **Twenty Two Lacs and Forty Four Thousand** only) as total consideration money for the Scheduled property herein above mentioned, in the following manner:

<u>Draft No.</u>	<u>Date</u>	<u>Amount (Rs.)</u>	<u>Drawn on</u>
491914	05/09/2012	2,50,000 /-	HDFC Bank, Siliguri
013028	18/09/2012	1,91,556 /-	HDFC Bank, Siliguri
013029	18/09/2012	7,00,000 /-	HDFC Bank, Siliguri
022799	18/09/2012	7,02,444 /-	HDFC Bank, Siliguri
022800	18/09/2012	2,00,000 /	HDFC Bank, Siliguri
022801	18/09/2012	2,00,000 /-	HDFC Bank, Siliguri
	Total	22,44,000 /-	


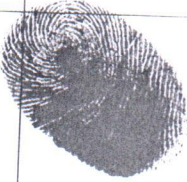









*M. K. Das*

*M. K. Das*

(VENDOR)



EXECUTANT SHEET



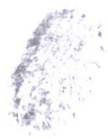








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 f	Left Hand					
	Right Hand					

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H Alam

Signature

CLAIMANT SHEET

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 <i>Neera Mittal</i>	Left Hand					
	Right Hand					

Sri Balaji Plaza Pvt. Ltd

Neera Mittal.

Signature  
Director



**Government Of West Bengal**  
**Office Of the D.S.R. JALPAIGURI**  
**District:-Jalpaiguri**

**Endorsement For Deed Number : I - 03588 of 2012**

**(Serial No. 03582 of 2012)**

**On**

**Payment of Fees:**

**On 21/09/2012**

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

Presented for registration at 21.00 hrs on :21/09/2012, at the Private residence by Md. Mukhtar Alam ,Executant.

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

Execution is admitted on 21/09/2012 by

1. Md. Mukhtar Alam, son of Mahmood Alam , Lower Gandhi Nagar, Sahid Nagar Ward No.43 S. M. C., Thana:-Bhaktinagar, P.O. :- ,District:-Jalpaiguri, WEST BENGAL, India, , By Caste: Muslim, By Profession : Business

Identified By Anand Goyal, son of Late Om Prakash Goyal, Sevoke Road, Thana:-Siliguri, P.O. :-Siliguri ,District:-Darjeeling, WEST BENGAL, India, , By Caste: Hindu, By Profession: Professionals.

( Subhas Chandra Sarkar )  
DISTRICT SUB-REGISTRAR

**On 24/09/2012**

**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, 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/-

**Payment of Fees:**

Amount By Cash

Rs. 0.00/-, on 24/09/2012

Amount by Draft

Rs. 24705/- is paid , by the draft number 067818, Draft Date 21/09/2012, Bank Name State Bank of India, EKTIASAL, received on 24/09/2012

( Under Article : A(1) = 24673/- ,H = 28/- ,M(b) = 4/- on 24/09/2012 )

**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.-22,44,000/-

( Subhas Chandra Sarkar )  
DISTRICT SUB-REGISTRAR

24/09/2012 16:07:00

EndorsementPage 1 of 2





Government Of West Bengal  
Office Of the D.S.R. JALPAIGURI  
District:-Jalpaiguri

Endorsement For Deed Number : I - 03588 of 2012  
(Serial No. 03582 of 2012)

Certified that the required stamp duty of this document is Rs.- 134640 /- and the Stamp duty paid as:  
Impressive Rs.- 5000/-

**Deficit stamp duty**

Deficit stamp duty Rs. 129650/- is paid, by the draft number 067814, Draft Date 21/09/2012, Bank Name State Bank of India, EKTIASAL, received on 24/09/2012

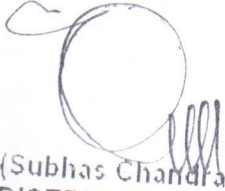
( Subhas Chandra Sarkar )  
DISTRICT SUB-REGISTRAR

( Subhas Chandra Sarkar )  
DISTRICT SUB-REGISTRAR

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 9  
Page from 922 to 935  
being No 03588 for the year 2012.



  
(Subhas Chandra Sarkar) 24-September-2012  
DISTRICT SUB-REGISTRAR  
Office of the D.S.R. JALPAIGURI  
West Bengal