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1000Rs.



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Addl. Dist. Sub-Registrar
Rajganj, Jalpalguri

DEED OF CONVEYANCE

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23.6-05.

1000Rs.



THIS DEED OF CONVEYANCE IS MADE ON THIS THE 2382 DAY OF MAD., IN THE YEAR TWO THOUSAND FIVE



Area of Land Consideration

C.S Plot No. Khatian No.

J. L. 1800

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Municipal Corporation

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P. S

SAME Wand No

70 THAI

PAR

: 10 (Ten) Kathas 13 (Thirteen) Chattaks

: Rs. 5,00.000

(Rupees Five Labs only)

: 625, 625/1045

: 701/2, 701/3

. 2

: Dabgram

: Siliguri

: Baikunthapur

: Bhaktinagar

40 (Forty)

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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 Neelkamal Apartment, Pranami Mandir Road, Siliguri, Dist- Jalpaiguri, in the state of West Bengal, represented by its Directors SMT. SANGEETA MEHTA, wife of Sri Gopesh Mehta, resident of Sevoke Road, P.O. & P.S.- Siliguri, Dist: Darjeeling, in the state of West Bengal, and SMT. NEERA MITTAL, wife of Sri Ravi Mittal, resident of Pranami Mandir Road, P.O. & P.S.-Siliguri, Dist: Darjeeling, 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.

$A \times D$

1. SRI DULAL CHANDRA ROY KARMOKAR, son of Late Nani Gopal Roy Karmokar, Hindu by faith, Business by occupation, resident of Kalibari Road, P.S. Barpeta Road, Dist: Barpeta, in the state of Assam,

2. SRI BIRENDRA NATH BASAK, son of Late Surendra Nath Basak, Hindu by faith, Service by occupation, resident of Babupara, P.S. Barpeta Road, Dist: Barpeta, in the state of Assam. hereinafter called the "VENDORS" (which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, successors, representatives, administrators and assigns) of the SECOND PART.

WHEREAS Sri Dulal Chandra Roy Karmokar (vendor No. 1 of these presents) acquired by way of purchase from Sri Sanjay Agarwal, son of Sri Murari Lal Agarwal, resident of Sevoke Road, P.O. & P.S Siliguri, in the state of West Bengal and became the sole, absolute and exclusive owner of all that piece and parcel of land measuring 5 (Five) Kathas 14 (Fourteen) Chattaks in Plot No. 625/1045, Khatian No. 701/3, by virtue of a Deed of Sale dated 18-12-1997, being Document No. 5397 for the year 1997, registered in the office of the District Sub-Registrar, Jalpaiguri, entered in Book-I. Vol-67, Pages 43 to 46.

AND WHEREAS in the manner aforesaid the vendor No. 1 became absolute and exclusive owner of the abovementioned Land having permanent, heritable and transferable right, title and interest therein and the property is in khas, actual and physical possession of the Vendor on the date of these presents.

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Land by way of purchase from Sri Sanjay Agarwal, son of Sri Murari Lal Agarwal, resident of Sevoke Road, P.O. & P.S Siliguri, in the state of West Bengal and became the sole, absolute and exclusive owner of all that piece and parcel of land measuring 2 Kathas 8 Chattaks 40 Sq. Ft. or 0.04218 acres in Plot No. 625, Khatian No. 701/2 and 2 Kathas 6 Chattaks 5 Sq. Ft. or 0.03928 acres in Plot No. 625/1045, Khatian No. 701/3, measuring in total 0.08146 acres or 4 (Four) Kathas 15 (Fifteen) Chattaks, by virtue of a Deed of Sale dated 13-12-1997, being Document No. 5396 for the year 1997, registered in the office of the District Sub-Registrar, Jalpaiguri.

AND WHEREAS in the manner aforesaid the vendor No. 2 became absolute and exclusive owner of the abovementioned Land having permanent, heritable and transferable right, title and interest therein and the property is in khas, actual and physical possession of the Vendor on the date of these presents.

AND WHEREAS the abovenamed owners of land, the Vendors of these presents being in need of money for some other developmental purposes decided and agreed to sell all that piece and parcel of land measuring 2 (Two) Kathas 8 (Eight) Chattaks 40 (Forty) Sq. Ft. more particularly described in the below mentioned Schedule "A" and 8 (Eight) Kathas 4 (Four) Chattaks 5 (Five) Sq. Ft. [5 (Five) Kathas 14 (Fourteen) Chattaks plus 2 Kathas 6 Chattaks 5 Sq. Ft.] more particularly described in the below mentioned Schedule "B".

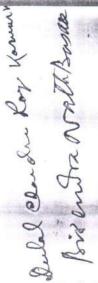
AND WHEREAS the Purchaser of these presents finding the Plots of land suitable for its business purposes decided and agreed to purchase the said plot of land as fully described in the Schedule- A And Schedule- B below and requested the Vendors to sell the said plot of land for a valuable consideration of Rs 5,00,000/- (Rupees Five Lacs only).

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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 Schedules below for the sum of Rs 5,00,000/- (Rupees Five Lacs only) free from all encumbrances and charges whatsoever unto the Purchaser and the said land is transferred in the manner as appearing hereinafter.

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NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid offer, acceptance and in consideration of a sum of Rs 5,00,000/- (Rupees Five Lacs only)., paid by the Purchaser to the Vendors, the receipt of which the Vendors 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 10 (Ten) Kathas 13 (Thirteen) Chattaks in total, fully described in the Schedule- A and Schedule-B 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.

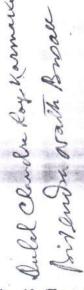
THE VENDOR do hereby declares that the interest which he professes to transfer hereby subsists as on the date of these present and the Vendor has not previously sold, mortgaged, transferred or contracted for sale or otherwise the said below scheduled land or any part thereof in favour of any other party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

IT IS FURTHER COVENANTED by the Vendor that there exists no charge, attachment, mortgage or any other encumbrances whatsoever in the land hereby transferred, expressed or intended so to be or any part thereof on the date of these presents and in the event of discovery of any such charge, attachment, mortgage or any other encumbrances whatsoever, the Vendor shall be liable to compensate the Purchaser for any loss or injury that the Purchaser may sustain in consequence thereof.

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THE VENDOR do hereby further covenants with the Purchaser that if for any defect of title of the land hereby demised or any part thereof 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 land or any part thereof in future, the Vendor shall be liable to return to the Purchaser the full or proportionate part of the said money as the case may be and the Vendor shall also be liable to pay adequate compensation to the Purchaser for any other loss or injury which the Purchaser may suffer or sustain in consequence thereof.

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: 8 : SCHEDULE OF LAND-A

All the piece or parcel of Land measuring 2 (Two) Kathas 8 (Eight) Chattaks 40 (Forty) Sq. Ft. approximately situated within Pargana-Baikunthapur, Mouza-Dabgram, Police Station-Bhaktinagar, District-Jalpaiguri, J.L.No.-2, appertaining to Khatian No 701/2, comprised in Plot No. 625, Sheet No. 3, Ward No.-40 of Siliguri Municipal Corporation.

SCHEDULE OF LAND-B

All the piece or parcel of Land measuring 8 (Eight) Kathas 4 (Four) Chattaks 5 (Five) Sq. Ft. approximately cituated within Pargana-Baikunthapur, Mouza-Dabgram, Police Station-Bhaktinagar, District-Jalpaiguri, J.L.No.-2, appertaining to Khatian No 701/3, comprised in Plot No. 625/1045, Sheet No. 8, Ward No.-40 of Siliguri Municipal Corporation—

The total area of land being sold and conveyed by these presents being 10 (Ten) Kathas 13 (Thirteen) Chattaks.

The said consolidated and total piece or parcel of land sketched in the site plan enclosed nerewith and delineated with red border lines forms a part of these presents and the same is bound and builted as follows:

North: 33'-6" Wide Road,

South: Land of Purchaser,

East : Land of Purchaser.

West : Land of Naresh Thakur.

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

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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:

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Building, Seroke Road, Siligari

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

Rulel Charden Roy Karmular Bisenda Nath Basake

(VENDOR)

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

J.P. AGANNOIM. E.NO-WB-588/1985 ADVOCATE, SILIGURI

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SRI BALAJI PLAZA PVT. LTD.

Nexa Mittal .
Signature Director

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EXECUTANT SHEET

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