

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

A 538468

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

Pristrict Sub-Vegistrai

17 AUG 2012



# DEED OF CONVEYANCE

THIS INDENTURE MADE THIS THE 6th DAY OF AUGUST 2012 (TWO THOUSAND TWELVE)

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NON JUDICIAL STAMP Manjushree Tea & India (P) 2td. ethor and out Lica. No- 546/RM 07 / Darjeeling Sub-Registrar District Gopal Saha S/0- Lat Juson Saha Bhakti. Nogar Jalpaigt 1 6 AUG 2012 P1s. Blakte Nogar Dist-Jalpaigusi

J. CM 122

### Page - 2

TOTAL CONSIDERATION : RS. 12,50,000/-

AREA OF LAND : 3.5 DECIMAL

PLOT NO. : 478

KHATIAN NO. : 623

SHEET NO. : 08

J.L. NO. : 02

MOUZA : DABGRAM

PARAGANA : BAIKUNTHAPUR

P.S. : BHAKTINAGAR

DISTRICT : JALPAIGURI

WITHIN THE AREA OF SILIGURI MUNICIPAL CORPORATION





1 6 AUG 2012

of digital

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#### BETWEEN

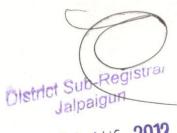
SMT IRA ROY W/o Sri Kiran Chandra Roy, Hindu by religion, Indian by Nationality, Housewife by occupation, resident of Bankimnagar, Dabgram, P.S. Bhaktinagar in the District of Jalpaiguri --- hereinafter called VENDOR/FIRST PARTY (which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, successors, administrators, representatives and assigns) of the ONE PART.

#### AND

MANJUSHREE TEA AND INDIA PRIVATE LIMITED private Limited company registered under the Company Act 1956 having certificate of Incorporation No. 21-62245 Dated 11th March 1994 having its registered Office at 2<sup>nd</sup> Mile, Sevoke Road, Siliguri in the District of Jalpaiguri --- hereinafter called PURCHASER/SECOND PARTY (which expression shall mean and include unless excluded by ar repugnant to the context its office bearers, executors, successors, administrators, representatives and assigns) of the OTHER PART represented by one of its Director duly authorized for this purpose SRI HARSH KUMAR BERLIA S/o Sri Sushil Kumar Berlia, Hindu by religion, Indian by Nationality, Director of the abovenamed Company by occupation, resident of Bankimnagar, Dabgram, P.S. Bhaktinagar in the District of Jalpaiguri.

PAN NO: AADCM 6852A





1 6 AUG 2012



WHEREAS a Deed of Partition was executed between RAMENDRA CHANDRA DEY SARKAR, NAGENDRA CHANDRA DEY SARKAR & KHAGENDRA CHANDRA DEY SARKAR and registered at the office of the District Sub - Registrar, Jalpaiguri and recorded in Book No. I, Volume No. 45, Pages 199 to 207, being Document No. 3917 for the year 1970 and in the aforesaid deed of partition land measuring 2.88 ½ Acres appertaining to and forming Plot No. 478 & 442 recorded in the Khatian No. 623 & 143 of Mouza - Dabgram in the District of Jalpaiguri had been allotted to RAMENDRA CHANDRA DEY SARKAR as his absolute Share.

#### AND

WHEREAS vendor hereof SMT IRA ROY acquired a piece and parcel of land measuring 4 Katha 9 Chhataks 15 Sq. Ft. Or 7.5 Decimal appertaining to and forming part of Plot No. 478 of Sheet No. 8 recorded in Khatian No. 623 of Mouza - Dabgram in the District of Jalpaiguri by virtue of a Deed of Conveyance executed by RAMENDRA CHANDRA DEY SARKAR and registered at the office of the District Sub - Registrar, Jalpaiguri and recorded in Book No. I, being Document No. 7448 for the year 1978.

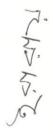
#### AND

WHEREAS during the Current Revenue Survey Settlement Parcha No. 28 had been issued in the name of vendor hereof SMT IRA ROY in respect of Plot No. 478 Now 48 for the aforesaid land measuring 4 Katha 9 Chhataks 15 Sq. Ft. Or 7.5 Decimal.





District Sub-Registral Jalpaiguri



#### AND

WHEREAS since purchase the Vendor hereof is in actual, khas and physical possession of all that piece and parcel of land as more fully described in the Schedule below without any objection, interruption, claim, demand, whatsoever from any other person, and as such the Vendor becomes the sole, absolute and exclusive owner-in-possession of the said landed property and has got right, title and interest having permanent heritable and transferable interest therein.

#### AND

WHEREAS the Vendor being in need of funds for acquiring more profitable properties has offered to sell all that piece and parcel of the landed property as more fully described in the Schedule below.

#### AND

WHEREAS the Purchaser being in need of land has accepted the offer of the Vendor and has offered and agreed to purchase the land more fully described in the schedule below at and for Rs.12,50,000/- (Rupees Twelve Lakhs Fifty Thousand) only.

#### AND

WHEREAS the Vendor has accepted the price so offered by the Purchaser as fair and reasonable price in view of the prevailing highest market rate of land and has agreed to sell the landed property as fully described in the schedule below for Rs.12,50,000/- (Rupees Twelve Lakhs Fifty Thousand) only, free from all encumbrances whatsoever.







#### NOW THIS INDENTURE WITNESSETH THAT:

In pursuance of the aforesaid offer and acceptance and also in consideration of Rs.12,50,000/- (Rupees Twelve Lakhs Fifty Thousand) only, paid by the Purchaser to the Vendor (the receipt whereof the Vendor does hereby acknowledge and grant full discharge to the Purchaser from payment thereof) the Vendor does hereby grant, convey, assign and transfer unto and in favour of the Purchaser the aforesaid landed property (as more fully described in the Schedule below) and make over khas and physical possession thereof to the Purchaser together with all rights, liberties, privileges, assessments, appendices, appurtenances belonging to or in any way appertaining to the landed property and the absolute estate free from all encumbrances, and the right, title and interest into and upon the landed 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 landlord, the State of West Bengal and any other proper authority.

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

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1 6 AUG 2012



IT is further covenanted that the landed property (more fully described in the Schedule below) held by the Vendor has not been surrendered or forfeited and that there exists no mortgage(s), attachment(s) or charge(s), anv other encumbrance(s) whatsoever on the landed property hereby transferred or expressed or intended so to be or any part thereof at the date of these presents and in the event of discovering 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/or criminal as the case may be, and shall also be liable to compensate the Purchaser for any loss or injury that the Purchaser shall have to sustain in consequence thereof.

THE Vendor further covenant that all rents and taxes or any other charges payable for the landed property hereby transferred or expressed or intended so to be, that has accrued due upto the date of these presents, has been paid, and all other covenants and conditions required to be observed and performed has been so observed and performed, and in case if it transpires otherwise, the Vendor shall be liable to indemnify the Purchaser for any loss resulting from any such non-payment, non-observance or non-performance as aforesaid.

THE Vendor further declare that the entire land forming subject matter of the present conveyance is in khas and actual possession of the Vendor at the date of 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 landed property hereby transferred or expressed or intended so to be under these presents or any part thereof, 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 at the rate of 18% 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 if sustained by the Purchaser.





District Sub Registral

1 6 AUG 2012



IT is hereby further declared by the Vendor that she has not entered into any binding contract with any other person whatsoever to sell or to transfer otherwise the landed property hereby conveyed or intended so to be under these presents or any part thereof, and that there subsists no such contract of sale or transfer existing with respect to the aforesaid landed property as more fully described in the schedule herein below or any part thereof, as sustained by the Purchaser.

### SCHEDULE OF LAND

All that piece and parcel of vacant land measuring 3.5 (Three Point Five) Decimal appertaining to and forming part of Plot No. 478 (Four Seven Eight) of Sheet No. 8 (Eight) recorded in Khatian No. 623 (Six Two Three) of Mouza - Dabgram, J.L. No. 2 (Two) situated within Pargana - Baikunthapur, P.S. Bhaktinagar in the District of Jalpaiguri. Classification of Land - Dahala/Bastu.

Land as mentioned above hereby sold by the Vendor is delineated by red line in the plan annexed herewith and is butted and bounded as follows:

BY THE NORTH: 18'-0" WIDE S.M.C ROAD,

BY THE SOUTH: LAND OF VENDOR SOLD TO PURCHASER,

BY THE EAST : LAND OF PURCHASER,

BY THE WEST : HOUSE OF MOHIT PAUL,

X.





IN WITNESS WHEREOF the Vendor does hereunto set her respective hands on the day, month and year first above written.

WITNESSES: -

1.

Gopal Sala

S/o- Lat Jusan Saha

Bankin Nagar

2 54 stri

VENDOR

P.S. Blakte Nagar

Dist Jalpai gusi.

2. Lannaj Sarnar.

Sto. Late. N. Ch. Saskar.

Saskar Para, Bankin Nagar. 2nd. Mile, Sevoke Road.

S.M. C. W. NO:-41

Drafted by me and printed at my office

JUGAL SANGHAI ADVOCATE/SILIGURI

Reg. No.F/67/37 OF 2011



District Sub-Registral Jalpaigun

# MEMO OF RECEIPT

Rs.12,50,000/-

of and RECEIVED from the within named PURCHASER Rs.12,50,000/- (Rupees Twelve Lakhs Fifty Thousand) only by within named VENDOR the within mentioned sum Rs.12,50,000/- (Rupees Twelve Lakhs Fifty Thousand) only, paid by the PURCHASER to the VENDOR in respect of the landed property conveyed herein as per memo consideration below.

# MEMO OF CONSIDERATION

Name of Bank	Cheque No.	Date	Amount
Karnataka Bank Ltd.	410119	06.05.11	5,00,000/-
Karnataka Bank Ltd.	410120	06.05.11	5,00,000/-
Karnataka Bank Ltd.	410139	12.09.11	1,50,000/-
Karnataka Bank Ltd.	410140	12.09.11	1,00,000/-

Total Rs. 12,50,000/-

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1 6 AUG 2012

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#### **PURCHASER**

#### SMT. IRA ROY

W/O SRI. KIRAN CH. ROY , DABGRAM PURBA BAIRAGI PARA, PS- BHAKTINAGAR, DIST- JALPAIGURI

### MANJUSHREE TEA& INDIA PVT. LTD.

2 ND. MILE, SEVOKE ROAD SILIGURI PS- BHAKTINAGAR, DIST- JALPAIGURI

REPRESENTED BY-

SRI. HARSH BERLIA S/O SRI. SUSHIL KR. BERLIA

5 24 34

SIGN. OF SELLER

LAND SCHEDULE

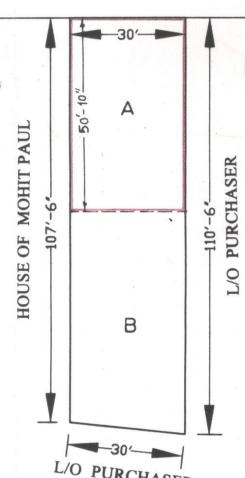
MOUZA - DABGRAM JL NO. - 2 SHEET NO.- 8 KHATIAN NO.- 623 **PLOT NO.- 478** 

AREAOF LAND -

A = 3.5 DECIMAL

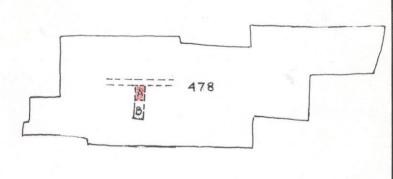
B = 4.0 "

18' WIDE S.M.C. ROAD



L/O PURCHASER

SITE PLAN



**MOUZA MAP** 

SCALE: - 16"= 1 MILE

PREPARED BY-

ABOSAN Ashok Kr. Basak Experienced I.T.I. Surveyor Certificate SL. No:-402

MANJUSHRENTEA BOY

TIRA ROY

MANJUSHRENTEA BINDIA PVI ETT

MANJUSHRENTEA PVI ETT

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MANJUSH BINDIA PVI ETT

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LIC PURCHASER

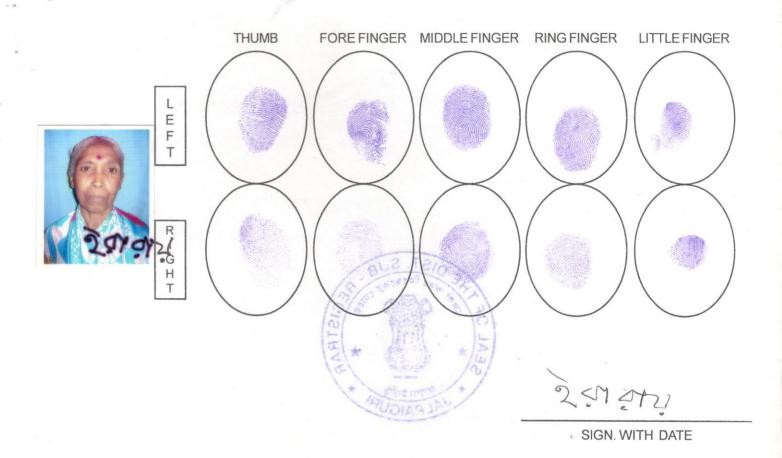
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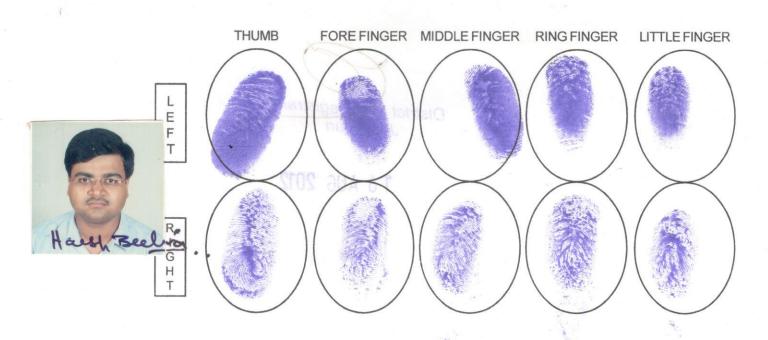
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# **FINGER IMPRESSION**



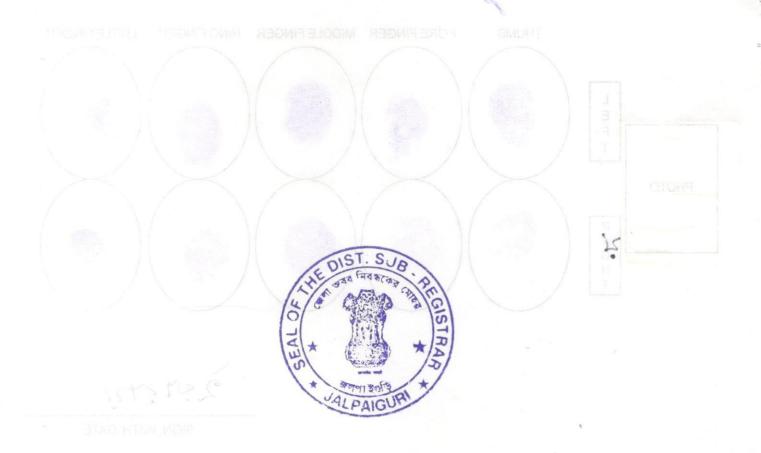


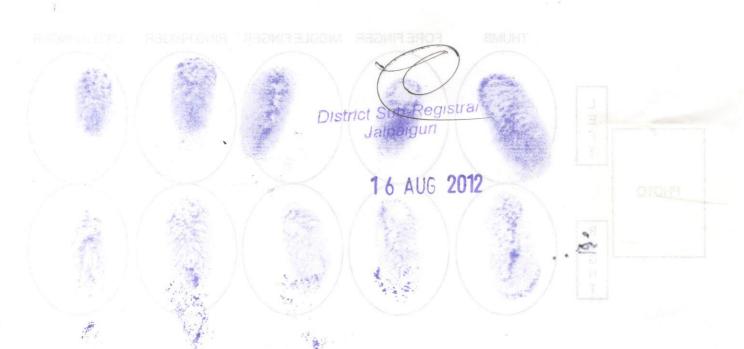
For, Manju Shree Tea & India Pvt. Ltd.

Haesh Beelia

SIGNATURE WITH DATE

# FINGER IMPRESSION





For Wantin Stone Twe's india Hyr, Life

Harry Beelin

TOTAL SETTING THE PROPERTY.



## **Government Of West Bengal**

# Office Of the D.S.R. JALPAIGURI District:-Jalpaiguri

#### Endorsement For Deed Number: I - 03163 of 2012

(Serial No. 03175 of 2012)

On

Payment of Fees:

On 16/08/2012

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

Presented for registration at 21.20 hrs on :16/08/2012, at the Private residence by Smt Ira Roy ,Executant.

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

Execution is admitted on 16/08/2012 by

1. Smt Ira Roy, wife of Sri Kiran Chandra Roy, Bankim Nagar Dabgram, Thana:-Bhaktinagar, P.O.:-, District:-Jalpaiguri, WEST BENGAL, India,, By Caste Hindu, By Profession: House wife

Identified By Sri Gopal Saha, son of Late Juran Saha, Bankim Nagar, Thana:-Bhaktinagar, P.O. :-,District:-Jalpaiguri, WEST BENGAL, India, , By Caste: Hindu, By Profession: Business.

(Subhas Chandra Sarkar) DISTRICT SUB-REGISTRAR

On 17/08/2012

#### 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. 17346.00/-, on 17/08/2012

(Under Article: A(1) = 17314/-, H = 28/-, M(b) = 4/- on 17/08/2012)

#### 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.-15,75,000/-

Certified that the required stamp duty of this document is Rs.- 94500 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

**Deficit stamp duty** 

Deficit stamp duty

( Subhas Chandra Sarkar )
DISTRICT SUB-REGISTRAR

EndorsementPage 1 of 2







# **Government Of West Bengal**

Office Of the D.S.R. JALPA/GURI District:-Jalpaiguri

### Endorsement For Deed Number: I - 03163 of 2012

(Serial No. 03175 of 2012)

 Rs. 49000/- is paid, by the draft number 699184, Draft Date 16/08/2012, Bank Name State Bank of India, SILIGURI, received on 17/08/2012

2. Rs. 40500/- is paid, by the draft number 699183, Draft Date 16/08/2012, Bank Name State Bank of India, SILIGURI, received on 17/08/2012

(Subhas Chandra Sarkar)
DISTRICT SUB-REGISTRAR

District Sub-Registral Salpaigun

17 AUG 2012

( Subhas Chandra Sarkar ) DISTRICT SUB-REGISTRAR

**EndorsementPage 2 of 2** 



District Sub-Registral

# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 8 Page from 742 to 758 being No 03163 for the year 2012.



(Subhas Chandra Sarkar) 17-August-2012 DISTRICT SUB-REGISTRAR Office of the D.S.R. JALPAIGURI West Bengal