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पश्चिम बंगाल WEST BENGAL

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Additional Dist Sub-Registrar Raiganj, Jalpaiguri

ng JAN 2312

FOR SELF & REPRESENTED ON BEHALF OF HIS MINOR DAUGHTER AND AS NATURAL GUARDIAN OF



DEED OF CONVEYANCE

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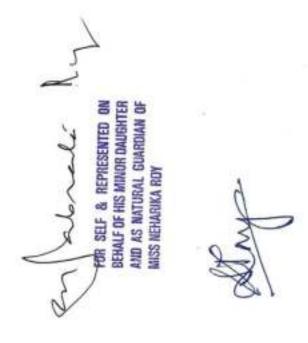
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Total XB 550

Addi. Dist Sub-Registrar

Raigenj, Jalpsiguri

N. J. Stamp SL. No. 49 Date 04-01-2012 Sold to SBA Real fors Private Limited Sirligues .. Rupees. Five Thousand only JAYABRATA BANIK Govt. Stamp Vender A.D.S.R. Office Bagdogra L/No- 539-R.M/Darjeeling Year 2007 COLUMN LAND DEPOTE BEHALF OF HIS MINOR DAUGHTER in heart and a second party AND AS NATURAL GUARDIAN OF and of percent are a conbearing the ball of the second MISS NEHARIKA ROY Additional Dist. Sub-Registrar Raiganj, Jaloaiguri verticipa®-disc i (C Issue) seka ir 4 sil



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Additional Dist. Sub-Registrar Raiganj, Jaloaiguri

0 6 JAN 2012

0 9 JAN 2312



FOR SELF & REPRESENTED ON BEHALF OF HIS MINOR DALIGHTER AND AS NATURAL GUARDIAN OF MISS NEHARIKA ROY



Consideration : Rs. 1,35,00,000/-

Area : 37 Kathas

Plot No. : 159 Khatian No : 291/17

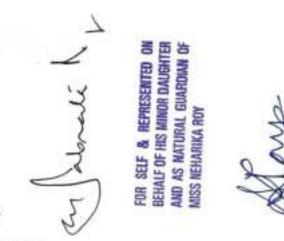
Sheet No. : 5 J.L. No. : 2

Mouza : Dabgram P.S. : Bhaktinagar Dist. : Jalpaiguri

Within Ward No.42 of Siliguri Municipal Corporation.

SBA REALTORS PRIVATE LIMITED (Having PAN No. AAQCS 0958 J), a company incorporated under the Indian Companies Act, 1956, having its registered office at Dhanothiwala Bhawan, Nehru Road, Siliguri -734005, West Bengal, India, represented by one of its Director SRI ANIL KUMAR AGARWAL (Having PAN No.ACFPA 3408 H) SON OF LATE JAGDISH PRASAD AGARWAL, Indian by citizen, Hindu by religion, Business by occupation, residing at Nehru Road, P.O. & P.S. Siliguri, Dist. Darjeeling, hereinafter called the PURCHASER (which expression shall mean and include unless excluded by or repugnant to the context its successors-in-office, executors, administrators, legal representatives and /or assigns) of the ONE PART.

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AND

1.SRI JAYABRATA ROY (Having PAN No. ACXPR 9618 N) S/O SRI SUNIL KUMAR ROY, 2. MISS. SONALI ROY (Having PAN No. AUCPR 5346 Q) D/O SRI JAYABRATA ROY AND 3.MISS.NEHARIKA ROY (MINOR) D/O SRI JAYABRATA ROY, All are Indian by citizen, Hindu by religion, No.1 Business and No.2,3 are Student by occupation, resident of Mahanandapara, P.O. & P.S. Siliguri, Dist. Darjeeling, hereinafter called the VENDORS (which expression shall mean and include unless excluded by or repugnant to the context their legal heirs, successors, executors, administrators, legal representatives and /or assigns) of the OTHER PART.

AND

<u>WHEREAS</u> the Vendor No. 3 (Minor) Miss. Neharika Roy D/o Sri Jayabrata Roy is represented by her father as Natural Guardial of her minor daughter the Vendor No. 1 Sri Jayabrata Roy S/o Sri Sunil Kumar Roy.

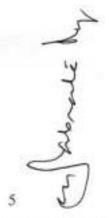
AND

WHEREAS in the Revisional Survey Settlement Operation the land measuring 6.73 acres and measuring 0.74 acres, total measuring 7.17 acres was recorded in the record of rights in the name of Bagha Singh Roy in several plots under Khatian Nos. 291/17 and 291/18 respectively, situated within Pargana- Baikunthapur, Mouza- Dabgram, P.S. Bhaktinagar, Dist. Jalpaiguri.

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FOR SELF & REPRESENTED OF HIS MINOR DAUGHT.

AND AS NATURAL GUARDIAN MISS MEHARIKA ROY



WHEREAS said Bagha Singh Roy died intestate leaving his wife Smt. Sabangiswari Roy and two sons namely, Sri Paresh Roy and Sri Naresh Roy, as his only legal heirs and as such the aforesaid three legal heirs of the deceased Bagha Singh Roy became the owners of the land measuring 1.41 acres out of said total land measuring 7.17 acres under Khatian Nos. 291/17 and 291/18, each having 1/3rd undivided share as per provisions of Hindu Succession Act.

AND

WHEREAS one Smt. Rajani Roy @ Rajni Roy W/o Sri Jayabrata Roy acquired a piece and parcel of land measuring 0.705 acres (out of which land measuring 0.575 acres in part of Plot No.159, recorded in R.S. Khatian No.291/17 and land measuring 0.13 acres in part of Plot No.144, recorded in R.S Khatian No. 291/18, situated within Mouza- Dabgram, J.L No.2, Sheet No. 5, Pargana- Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri, from Sri Paresh Roy, Sri Naresh Roy both are sons of Late Bagha Singh Roy and Smt. Sabangiswari Roy W/o Late Bagha Singh Roy of Chayanpara, 3rd Mile, Sevoke Road, P.S. Bhaktinagar, Dist.Jalpaiguri, by virtue Deed of Sale being No.3535, Dated 16/06/1993, recorded in Book No.I, Vol. No.39, Pages 317 to 324, for the year 1993, registered in the office of Dist. Sub- Registrar, Jalpaiguri.

AND

WHEREAS one Smt. Rajani Roy @ Rajni Roy W/o Sri Jayabrata Roy acquired a piece and parcel of land measuring 0.705 acres (out of which land measuring 0.575 acres in part of Plot No.159, recorded in R.S. Khatian No.291/17 and land measuring 0.13 acres in part of Plot No.144, recorded in R.S. Contd. /6

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FOR SELF & REPRESENTED ON BEHALF OF HIS MINOR DAUGHTER AND AS NATURAL GUARDIAN OF MISS NEHARIKA ROY



Khatian No. 291/18, situated within Mouza- Dabgram, J.L No.2, Sheet No. 5, Pargana- Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri, from Sri Paresh Roy, Sri Naresh Roy both are sons of Late Bagha Singh Roy and Smt. Sabangiswari Roy W/o Late Bagha Singh Roy of Chayanpara, 3rd Mile, Sevoke Road, P.S. Bhaktinagar, Dist.Jalpaiguri, by virtue Deed of Sale being No.5911, Dated 19/11/1993, recorded in Book No.I, Vol No.66 Pages. 165 to 172, for the year 1993, registered in the office of Dist. Sub- Registrar, Jalpaiguri.

AND

WHEREAS the said Smt. Rajni Roy W/o Sri Jayabrata Roy expired on Dated 01/09/2006, leaving behind her husband Sri Jayabrata Roy and two daughters namely Miss. Sonali Roy and Miss. Neharika Roy (minor) as her only legal heirs and they inherited the land of Smt. Rajni Roy in equal share as per Hindu Succession Act, 1956.

AND

WHEREAS the said Sri Jayabrata Roy S/o Sri Sunil Kumar Roy intends to sale the land of his wife Smt. Rajni Roy for the better education of his daughter Miss. Sonali Roy and Minor daughter Miss. Neharika Roy and as such Sri Jayabrata Roy applied for permission of sale of his minor daughter Miss. Neharika Roy's share. The said Sri Jayabrata Roy obtained the necesary permission for sale of land from the Ld. Chief Judical Magistrate at Darjeeling, Act VIII Suit Case No. 07/2011, Dated 28/11/2011, under the provision of Section 8(2) of Hindu Minority and Guardians & Wards Act.

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FOR SELF & REPRESENTED ON BEHALF OF HIS MINOR DAUGHTER AND AS NATURAL GUARDAN OF MISS NEHARIKA ROY



WHEREAS, by virtue of inheritence, the Vendors hereof, became the sole and absolute owner of land measuring in total 1.41 acres (out of which land measuring 1.15 acres in part of Plot No.159, recorded in R.S. Khatian No.291/17 and land measuring 0.26 acres in part of Plot No.144, recorded in R.S. Khatian No. 291/18, situated within Mouza- Dabgram, J.L.No.2, Sheet No.5, Pargana- Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri, having permanent, heritable and transferable right, title and interest therein without any disturbance or interference from anybody whomsoever being free from all encumbrances and charges whatsoever.

AND

WHEREAS the VENDORS being in need of money for their developmental plans have decided to sell their respective land measuring 37 Kathas out of total land, as morefully and particularly described in the Schedule and as shown in the site plan by red demarcation line annexed herewith (hereinafter referred to as the below scheduled land for the sake of brevity) and accordingly they circulated their intention in the locality, free from all encumbrances and charges whatsoever.

AND

WHEREAS the PURCHASER being in need of land in the area where the plot of land of the VENDORS situates, relying on the aforesaid statements of the Vendors, have agreed to purchase the said below scheduled land of the Vendors at or for a price of Rs.1,35,00,000/- (Rupees One Crore Thirty Five Lacs) only, free from all encumbrances and charges whatsoever.

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FOR SELF & REPRESENTED OF BEHALF OF HIS MINOR DAUGHTE AND AS NATURAL GUARDIAN OF MISS MEHARIKA ROY



AND

WHEREAS the VENDORS considering the price so offered by the PURCHASER as fair, reasonable and highest according to rates now prevailing in the market, have firmly and finally decided and agreed to sell below scheduled land unto the PURCHASER at or for the price of Rs.1,35,00,000/- (Rupees One Crore Thirty Five Lacs) only, free from all encumbrances and charges whatsoever and the below scheduled land is transferred in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid offer, acceptance and also in consideration of the sum of Rs.1,35,00,000/- (Rupees One Crore Thirty Five Lacs) only, paid by the Purchaser to the Vendors (the receipt whereof the Vendors do hereby acknowledge and grant full discharge to the Purchaser from the payment thereof), the Vendors do hereby grant, convey, sell, assign and transfer unto the Purchaser the said land described in the Schedule appended below and make over possession thereof together with all rights, titles, interests, liberties easements, privileges, appendices, appurtenances whichever is belonging to or in anyway appertaining to the said land as the absolute estate TO HAVE AND TO HOLD the same absolutely by the Purchaser forever peaceably and quietly without any interference or interruption from the Vendors or any person or persons claiming under them, subject to the payment of rent etc. payable to the Govt. of the State of West Bengal.

B. W. A. Vie



FOR SELF & REPRESENTED ON BEHALF OF HIS MINOR DAUGHTER AND AS NATURAL GUANDIAN OF MISS NEHARIKA ROY



The Vendors do hereby declare that there exists no charges, attachment or any other encumbrances on the below scheduled land hereby transferred or any part thereof at the date of these presents and they have not previously sold, mortgaged, transferred or contracted for sale or otherwise the said land hereby sold or any part thereof and suffers from no defects of title and in the event of discovery of any contrary is proved, the Vendors shall be liable to be dealt with according to Law and shall also be liable to pay the adequate compensation to the Purchaser.

The Vendors do hereby covenant with the Purchaser that if for any defect of title of the land hereby sold or any part there of or for any act done or suffered to be done by the Vendors and the Purchaser is deprived of ownership or of possession of the below scheduled land hereby sold or any part thereof in future, the Vendors shall be liable to return to Purchaser the full or proportionate part of the said consideration money together with interest @ 18% per annum from the date of such deprivation or of dispossession and shall also be liable to pay adequate compensation to Purchaser for any other loss or injury which the Purchaser may suffer or sustain resulting therefrom.

The Vendors do hereby further declare that they at the request and costs of the Purchaser does execute and cause to be done and execute all acts, deeds or things whatsoever if the Purchaser so require in future for peaceful enjoyment and possession of the below scheduled land hereby sold by the Vendors by these presents.

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SCHEDULE (LAND HEREBY SOLD BY THE VENDORS)

All that piece and parcel of vacant land measuring 37 Kathas, appertaining to and forming part of Plot No. 159, recorded in Khatian No. 291/17, Sheet No. 5, of Mouza - Dabgram, J. L. No. 2, P. S. Bhaktinagar, Dist - Jalpaiguri, Within Ward No. 42 of Siliguri Municipal Corporation.

The aforesaid land is butted and bounded as follows:-

By the North - Land of Siliguri Auto Works. By the South - Land of Hanuman Traders.

By the East - Land of Vendors sold today to Purchaser.

By the West - Land of Vendors sold today to Purchaser.

Within the aforesaid butted and bounded the Vendors do hereby sold their land measuring **37 Kathas**, to the Purchaser as shown in the sketch map delineated with Red Ink Border, is forming part of these presents.

B.W. P. S. L.Y

INWITNESS WHEREOF THE VENDORS HEREOF, have set and subscribed their respective hands on this Deed of Conveyance on the day, month and the year first above writte.

WITNESSES:
1) APPROVATION AND BEHALF OF HIS MINOR DAUGHTER AND AS NATURAL GUARDIAN OF MISS NEHARIKA ROY

WITNESSES:
FOR SELF & REPRESENTED ON BEHALF OF HIS MINOR DAUGHTER AND AS NATURAL GUARDIAN OF MISS NEHARIKA ROY

SIGNAFURE OF THE VENDORS Drafted and explained by me to parties & printed in my office:

(Rajesh Kumar Agarwal)

(Rajesh Kumar Agarwal)

Advocate, Siliguri Enrollment No. F/119/384/98

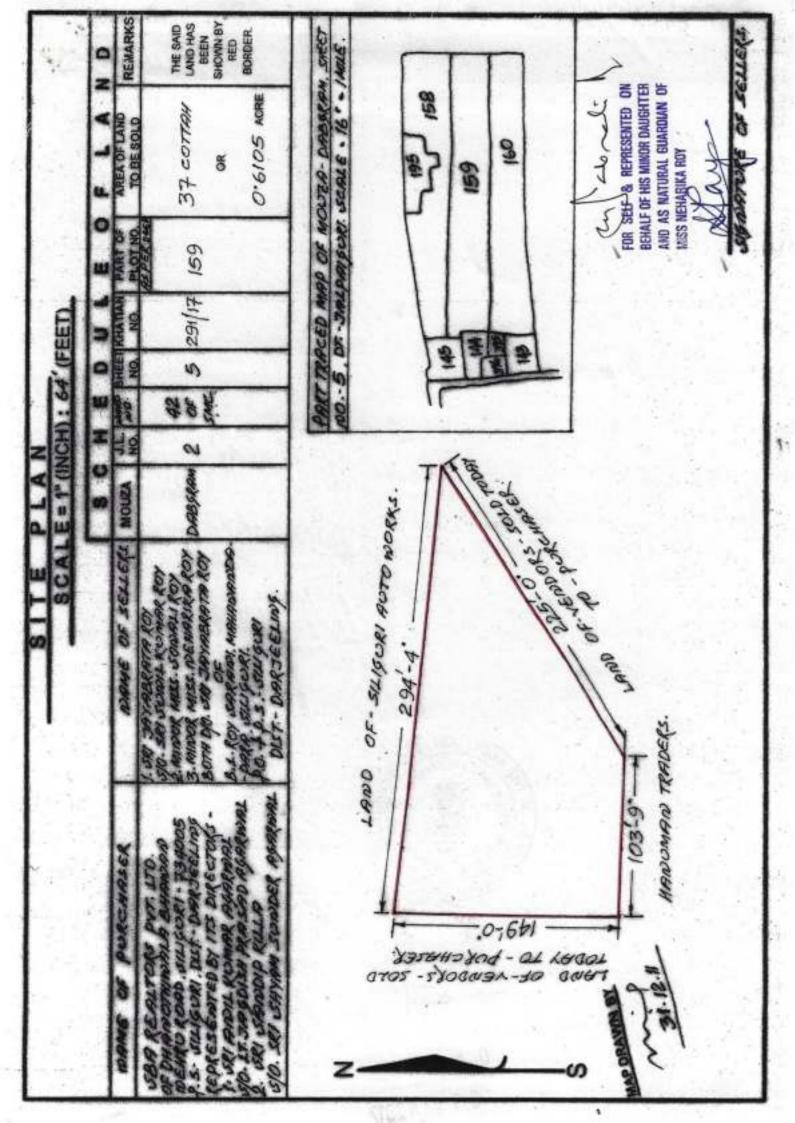
MEMO OF CONSIDERATION

Received with thanks from the Purchaser hereof, a sum of Rs.1,35,00,000/- (Rupees One Crore Thirty Five Lacs) only by D/D, as full and final payment in respect of sale of vacant land measuring 37 Kathas out of total land, appertaining to and forming part of Plot No. 159, recorded in Khatian No. 291/17, Sheet No. 5, of Mouza - Dabgram, J. L. No. 2, P. S. Bhaktinagar, Dist - Jalpaiguri, Within Ward No. 42 of Siliguri Municipal Corporation.

FOR SELF & REPRESENTED ON BEHALF OF HIS MUNDA DAUGHTER AND AS NATURAL GUARDIAN OF

MISS NEHARIKA ROX

SIGNATURE OF THE VENDORS





EXECUTANT SHEET

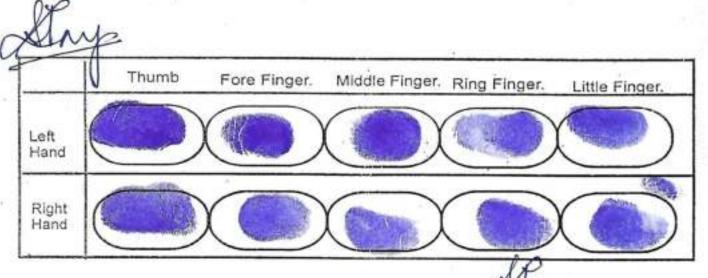
Thumb Fore Finger. Middle Finger Ring Finger. Little Finger.

Left Hand

Right Hand

Signature of presentant with date





Signature of Identifier

Signature of R.O.

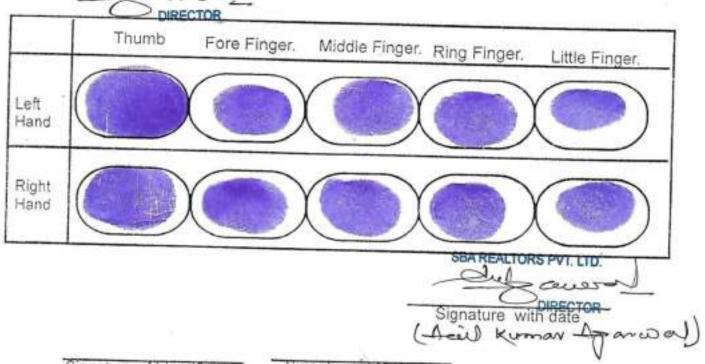
Signature of presentant with date

IMPRESSION SHEET



CLAIMANT

SBA REALTORS PVT. LTD.



Signature of Identifier

Signature of R.O.



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

Endorsement For Deed Number: I - 00151 of 2012 (Serial No. 00154 of 2012)

On

Payment of Fees:

On 06/01/2012

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

Presented for registration at 17.12 hrs on :06/01/2012, at the Private residence by Sri Roy, one of the Executants. Jayabrata

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

Execution is admitted on 06/01/2012 by

- 1. Sri Jayabrata Roy, son of Sri Sunil Kumar Roy, Mahanandapara,, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O.: -Siliguri, By Caste Hindu, By Profession: Business
- 2. Miss Sonali Roy, daughter of Sri Jayabrata Roy, Mahanandapara., Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O.: -Siliguri, By Caste Hindu, By Profession: Business

Identified By Ram Prasad Karmakar, son of Nilu Karmakar, Ashighar, Thana:-Bhaktinagar, District:-Jalpaiguri, WEST BENGAL, India, P.O.:-Ghugumali, By Caste: Hindu, By Profession: Others.

Executed by guardian

Execution is admitted by

1. Sri Jayabrata Roy, son of Sri Sunil Kumar Roy, Mahanandapara,, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O. :-Siliguri By Caste Hindu By Profession: Business, as the guardian of

Identified By Ram Prasad Karmakar, son of Nilu Karmakar, Ashighar, Thana:-Bhaktinagar, District:-Jalpaiguri, WEST BENGAL, India, P.O.:-Ghugumali, By Caste: Hindu, By Profession: Others.

(Narayan Chandra Saha) ADDITIONAL DISTRICT SUB-REGISTRAR

additional dist. Sub-

On 09/01/2012

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, 3153

Payment of Fees:

Amount By Cash

Rs. 0/-, on 09/01/2012

ADU Carri AJGANJ, JA

(Narayan Chandra Saha) ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 1 of 2

09/01/2012 12:48:00

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

District:-Jalpaiguri

Endorsement For Deed Number: I - 00151 of 2012 (Serial No. 00154 of 2012)

Amount by Draft

Rs. 149430/- is paid , by the draft number 195967, Draft Date 05/01/2012, Bank Name State Bank of India, COMMERCIAL BR, SILIGURI, received on 09/01/2012

(Under Article ; A(1) = 149430/- on 09/01/2012)

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

Certified that the required stamp duty of this document is Rs.- 950887 /- and the Stamp duty paid as:

Deficit stamp duty

Deficit stamp duty Rs. 945900/- is paid, by the draft number 195968, Draft Date 05/01/2012, Bank Name State Bank of India, COMMERCIAL BR, SILIGURI, received on 09/01/2012

(Narayan Chandra Saha) ADDITIONAL DISTRICT SUB-REGISTRAR





Raiganj, Jalpsiquri

(Narayan Chandra Saha) ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 2 of 2

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 1 Page from 2377 to 2395. being No 00151 for the year 2012.



Additional Dist Sub-Registral Raigam Jaipaigun

0 9 JAN 2012

(Narayan Chandra Saha) 09-January-2012 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A. D. S. R. RAJGANJ West Bengal

