

পশ্চিমবঙ্গ पश्चिम्बंगाल WEST BENGAL

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> Additional Dist Sub-Registrar Rajgenj, Jalpaigun

> > D 9 JAN 2312

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### DEED OF CONVEYANCE

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N. J. Stamp SL. No.....4.8 .... Date 04-01-2012 Sold to SA Realtons. Rivide Limited Value 5000 Rupees Five Thousand only - Isanik JAYABRATA BANIK Govt. Stamp Vender A.D.S.R. Office Bagdogra L/No- 539-R.M/Darjeeling Year 2007 south and metablished production of the solutions and of bons, in the second American St. St. of the same Parish BEHALF OF HIS MINOR DAUGHTE AND AS NATURAL GUARDIAN MISS NEHARIKA ROY NO RESIDENCE THE STREET, STREET O 9 JANESTE Additional Dist. Sub-Registrar Raigani, Jalpaiguri

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

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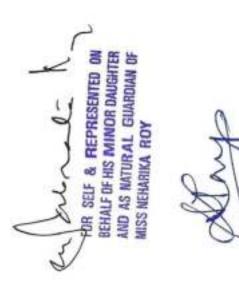
#### **BETWEEN**

B. W. A. S. Le



Additional Dist Sub-Registral Ralgani, Jalpaiouri

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Consideration : Rs. 1,36,00,000/-

Area : 37 Kathas Plot No. : 144 & 159

Khatian No : 291/18 & 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 for assigns) of the ONE PART.

B. W. PONISA



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

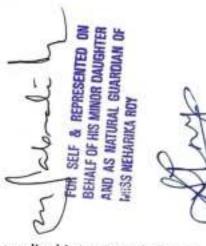
WHEREAS the Vendor No. 3 (Minor) Miss. Neharika Roy D/o Sri Jayabrata Roy is represented by her father as Natural Guardial of her minor daughter the Vendor No. 1 Sri Jayabrata Roy S/o Sri Sunil Kumar Roy.

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.

R. W. A. V.

AND



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.

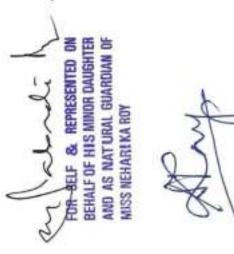
AND

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

Advilor



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.

R.W. Rg

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

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AND

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 in total 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.1,36,00,000/- (Rupees One Crore Thirty Six Lacs) only, free from all encumbrances and charges whatsoever.

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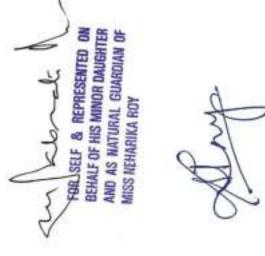
FOR SELF & REPRESENTED ON BEHALF OF HIS MINOR DAUGHTER AND AS NATURAL GUARDIAN OF MISS NEHAMBIKA ROY

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.1,36,00,000/- (Rupees One Crore Thirty Six 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.1,36,00,000/- (Rupees One Crore Thirty Six 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.V. AN



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

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#### SCHEDULE (LAND HEREBY SOLD BY THE VENDORS)

All that piece and parcel of vacant land measuring in total 37 Kathas (out of which land measuring 9 Kathas 10 Chhattaks in part of Plot No. 144, recorded in Khatian No. 291/18 and land measuring 27 Kathas 6 Chhattaks in 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.
- Land of Manju Devi Agarwal & Others and
Land of Vendors sold today to Purchaser.

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

R.W. A. VILO

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) ADDISANT ASSI DOTA

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

WITNESSES:
1) ADDISANT ASSI DOTA

BEHALF OF HIS MINOR DAUGHTER
AND AS NATURAL GUARDIAN OF
MISS NEHARIKA ROY

SIGNATURE OF THE VENDORS

(Am - among a Drafted and explained by me to
parties & printed in my office:

Rejeated kumar Agarwal)

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

#### MEMO OF CONSIDERATION

Received with thanks from the Purchaser hereof, a sum of Rs.1,36,00,000/- (Rupees One Crore Thirty Six Lacs) only by D/D, as full and final payment in respect of sale of vacant land measuring in total 37 Kathas (out of which land measuring 9 Kathas 10 Chhattaks in part of Plot No. 144, recorded in Khatian No. 291/18 and land measuring 27 Kathas 6 Chhattaks in 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 MINIOR DAUGHTER AND AS NATURAL GUARDIAN OF S NEHARIKA ROY

SIGNATURE OF THE VENDORS





## **EXECUTANT SHEET**

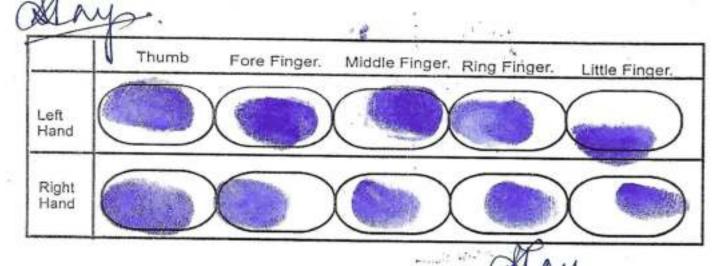
Thumb Fore Finger Middle Finger Ring Finger. Little Finger.

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Signature of presentant with date



Signature of Identifier

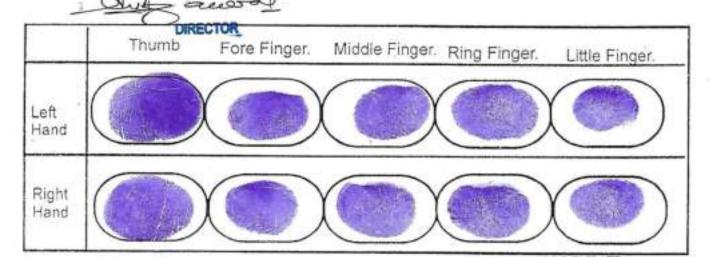
Signature of R.O.

Signature of presentant with date

## **IMPRESSION SHEET**



## CLAIMANT



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Signature with thate Ton

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Signature of Identifier

Signature of R.O.