

TOTAL CONSIDERATION : RS. 15,00,000/-

AREA OF LAND : 0.16 ACRE

R.S. PLOT NO. : 160 & 144/395

L.R. PLOT NO. : 405

R.S. KHATIAN NO. : 294

L.R. KHATIAN NO. : 1587

SHEET NO. : 5 (R.S.), 4 (L.R.)

J.L. NO.

MOUZA : DABGRAM

PARAGANA : BAIKUNTHAPUR

POLICE STATION : BHAKTINAGAR

DISTRICT : JALPAIGURI

WITHIN THE AREA OF SILIGURI MUNICIPAL CORPORATION



 SMT NATESHWARI ADHIKARI W/o Late Dhirendra Nath Das alias Dhiren Adhikari,

2. SRI PRADHAN ADHIKARI S/o Late Dhirendra Nath Das alias Dhiren Adhikari,

 SRI ILEN ADHIKARI alias ELEN ADHIKARI S/o Late Dhirendra Nath Das alias Dhiren Adhikari,

4. SRI SACHIN CHANDRA RAY (PAN: - BHFPR1109A) S/o Late Kakar Singh Das alias Kakar Singh Adhikari,

5. SRI BANGARU ADHIKARI S/o Late Kakar Singh Das alias Kakar Singh Adhikari,

 SRI BHEBA ADHIKARY (PAN: - BHUPA2189J) S/o Late Kakar Singh Das alias Kakar Singh Adhikari,

7. SMT RINA ROY W/o Jabaru Roy, D/o Late Kakar Singh Das alias Kakar Singh Adhikari,

 SMT TALESHWARI DAS alias TALESHWARI ADHIKARI W/o Late Chemeshwar Das alias Chemeshwar Adhikari,

9. SRI SUBODH DAS alias SUBODH ADHIKARI S/o Late Chemeshwar Das alias Chemeshwar Adhikari,

SRI BIKASH DAS alias BIKASH ADHIKARI (PAN: - BVJPA7646H)
 Late Chemeshwar Das alias Chemeshwar Adhikari,

11. SRI SANATAN DAS alias SANATAN ADHIKARI S/o Late Chemeshwar Das alias Chemeshwar Adhikari,

12. SRI KEBAL DAS alīas KEBAL ADHIKARI S/o Late Habal Das alias Habal Adhikari,

All are Hindu by Religion, Indian by Nationality, No.1, 7 & 8 are Housewife and No. 2 to 6, 9 to 12 are Business by Occupation, resident of Chayanpara (Roy Colony), Dabgram, Siliguri-734001, P.O. Sevoke Road, P.S. Bhaktinagar in the District of Jalpaiguri — hereinafter jointly & collectively called the VENDORS/FIRST PARTY (which expression shall mean and include unless excluded by of repugnant to the context their heirs executors, successors, administrators, representatives and assigns) of the ONE PART.

SEA REALTORS PRIVATE LIMITED (PAN:- AAQCS095BJ) a

Private Limited, Company incorporated under the provision of Companies Act, bearing certificate of Incorporation No. U45400WB2011PTC164925 Date 14.07.2011 ≥ having its registered Office at 16, Tarachand Dutta Street, Ground Floor, P.O. Machua, P.S. Jorasanko, Kolkata-700073 -- hereinafter called PURCHASER/SECOND PARTY (which expression shall mean and include unless excluded by or repugnant to the context its office executors, successors, administrators, bearers, representatives and assigns) of the OTHER PART represented by one of its Director duly authorized for this purpose SRI ANIL KUMAR AGARWAL S/o Late Jagdish Prasad Agarwal, Hindu by religion, Indian by Nationality, Director of the above named Company by profession, resident of Dhanothiwala Bhawan, Nehru Road, Khalpara, Siliguri-734005, P.O. Siliguri Bazar, P.S. Siliguri in the District of Darjeeling.

- I) WHEREAS one HEDLA DAS alias HEDLA ADHIKARI, SEDLA DAS alias SEDLA ADHIKARI & HABAL DAS alias HABAL ADHIKARI was the recorded owner of all that piece and parcel of land recorded in R.S., Khatian No. 294 of Mouza -Dabgram in the district of Jalpaiguri.
- Ia) AND WHEREAS possessing the aforesaid land above named HEDLA DAS alias HEDLA ADHIKARI died intestate leaving behind him, his following legal heirs namely:-
- 1, DHIRENDRA NATH DAS alias DHIREN ADHIKARI
- 2. NOTESWARI ROY
- DEMORESWARI ROY
- 4. BHADRESWARI ROY

to inherit all her movable and immovable properties as per Hindu Succession Act. Each having $1/4^{\rm th}$ undivided share in the land.

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AND WHEREAS possioning the aforesaid land above NOTESWARI ROY, DEMORESWARI ROY & BHADRESWARI ROY transferred their 3/4th undivided share in the land to infavour of DHIRENDRA NATH DAS alias DHIREN ADHIKARI by virtue of a Deed of Conveyance executed at the office of Additional District Sub-Registrar, Jalpaiguri and recorded in book No. I, being Document No. 5178 for the year 1977.

As such DHIRENDRA NATH DAS alias DHIREN ADHIKARI became absolute owner of Share of HEDLA DAS alias HEDLA ADHIKARI.

AND WHEREAS possessing the aforesaid land above named DHIRENDRA NATH DAS alias DHIREN ADHIKARI also died intestate leaving hehind him, his following legal heirs namely:-

SMT NATESHWARI ADHIKARI

(WIFE

SRI PRADHAN ADHIKARI

(SON)

3. SRI ILEN ADHIKARI alias ELEN ADHIKARI (SON)

to inherit all her movable and immovable properties as per Hindu Succession Act.

Ib) AND WHEREAS possessing the aforesaid land above named SEDIA DAS alias SEDIA ADHIKARI also died intestate leaving behind him, his following legal heirs namely:-

- 1. CHUMANESWAARI ROY
- 2. KAKAR SINGH DAS alias KAKAR SINGH ADHIKARI
- CHEMESHWAR DAS alias CHEMESHWAR ADHIKARI
- 4. BEHALA DAS

to inherit all her movable and immovable properties as per Hindu Succession Act. Each having $1/4^{\rm th}$ undivided share in the land.

AND WHEREAS possessing the aforesaid land above BEHALA DAS transferred his/her 1/4th undivided share in the land infavour of CHEMESHWAR DAS by virtue of a Deed of Conveyance executed at the office of District Sub-Registrar, Jalpaiguri and recorded in book No. I, being Document No. 3085 for the year 1976.

AND WHEREAS possessing the aforesaid land above transferred his/her 1/4th

AND WHEREAS possessing the aforesaid land above CHUMANESWAARI ROY also transferred his/her 1/4th undivided share in the land infavour of KAKAR SINGH DAS by virtue of a Deed of Conveyance executed at the office of Additional District District Sub-Registrar, Jalpaiguri and recorded in book No. I, being Document No. 72 for the year 1979.

AND WHEREAS possessing the aforesaid land above named KAKAR SINGH DAS alias KAKAR SINGH ADHIKARI also died intestate leaving behind him, his following legal heirs namely:-

1. SRI SACHIN CHANDRA ROY (SON)
2. SRI BANGARU ADHIKARI (SON)
3. SRI BHEBA ADHIKARY (SON)
4 SMT RINA ROY (DAUGHTER)

4. SMT RINA ROY (DAUGHTER)
to inherit all her movable and immovable properties as
per Hindu Succession Act.

AND WHEREAS possessing the aforesaid land above named CHEMESHWAR DAS alias CHEMESHWAR ADHIKARI also died intestate leaving behind him, his following legal heirs namely:-

1. SMT TALESHWARI DAS alias TALESHWARI ADHIKARI (WIFE)

2. SRI SUBODH DAS alias SUBODH ADHIKARI (SON)

3. SRI BIKASH DAS alias BIKASH ADHIKARI (SON)

 SRI SANATAN DAS alias SANATAN ADHIKARI (SON) to inherit all her movable and immovable properties as per Hindu Succession Act.

As such legal heirs of KAKAR SINGH DAS alias KAKAR SINGH ADHIKARI & CHEMESHWAR DAS alias CHEMESHWAR ADHIKARI became the absolute owner of Share of SEDLA DAS alias SEDLA ADHIKARI.

And whereas possessing the aforesaid land above

Ic) AND WHEREAS possessing the aforesaid land above named HABAL DAS alias HABAL ADHIKARI also died intestate leaving behind him, his following legal heirs namely:-

1. GAMESHWARI DAS (WIFE)
2. KEBAL DAS alias KEBAL ADHIKARI (SON)

to inherit all her movable and immovable properties as per Hindu Succession Act. Each having 1/2 undivided share in the land.

AND WHEREAS possessing the aforesaid land above named GAMESHWARI DAS also died intestate leaving behind her only son KEBAL DAS alias KEBAL ADHIKARI to inherit her share in the movable and immovable properties as per Hindu Succession Act.

AND WHEREAS since Long Purchaser Company is in 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 Purchaser Company became sole, absolute and exclusive owner-in-possession of the said land.

AND WHEREAS the Vendors who have title/ownership of the same being in need of funds for acquiring more profitable properties have offered to sale a piece and parcel of land as more fully described in the Schedule below.

AND WHEREAS the Purchaser Company being in need of land have accepted the offer of the first party and have offered and agreed to purchase the land as fully described in the schedule below for Rs. 15,00,000/-(Rupees Fifteen Lakh) only, free from all encumbrances whatsoever.

and whereas the Vendors have accepted the price so offered by the Purchaser as fair and reasonable price in view of the prevailing highest market rate of land and have agreed to sale the land as more fully described in the schedule below for Rs. 15,00,000/- (Rupees Fifteen Lakh) 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. 15,00,000/- (Rupees Fifteen Lakh) only, paid by Draft by the purchaser to the Vendors (the receipt whereof the Vendors do hereby acknowledge and grant full discharge to the purchaser from payment thereof) the Vendors do hereby grant, convey, assign and transfer unto and in favour of the purchaser the aforesaid land 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 said land and the absolute estate free from all encumbrances and the right, title and interest into and upon the 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 land lord the State of West Bengal and any other proper authority.

AND the Vendors hereby covenanted with the purchaser that the interest which the Vendors professes to transfer subsists and the Vendors have full authority and good power to transfer the said land, expressed or intended so to be unto the purchaser in the manner aforesaid and the Vendors or any person claiming under them shall and will from time to time at all times hereafter at the request and cost of the purchaser do execute all such acts, deeds and things whatsoever for further and more effectually assuring the enjoyment and possession of the purchaser thereof and therein as shall and may be required.

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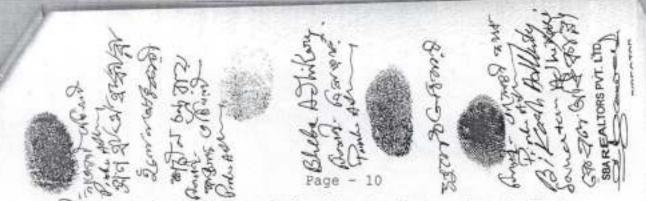
IT is further covenanted that the land described in the

IT is further covenanted that the land described in the schedule below is hold by the Vendors have not been surrendered or forfeited and that there exist no charge, mortgage, attachment or any other encumbrances whatsoever on the premises hereby transferred or expressed or intended so to be or any part thereof at the date of these presents and in the event of discovery of any such charge, mortgage, attachment or any other encumbrances whatsoever the Vendors 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 compensate the purchaser for any loss or injury that the purchaser shall has to sustain in consequence thereof.

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

THE Vendors further declares that the entire land forming subject matter of the present conveyance is/was in Khas and actual possession of the Vendors 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 property hereby transferred or expressed or intended so to be these presents or any part thereof the Vendors shall be liable to return to the purchaser the full or proportionate part or 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 be sustained by the purchaser.

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IT is hereby further declared by the Vendors that the Vendors have not entered into any binding contract with any other person whatsoever to sell or to transfer otherwise the said land conveyed by these presents or intendative to be or any part thereof and that there subsists no substantiated of sale or transfer existing with respect to the afdresaid land or any part thereof at the date of these presents or if any of the recitals made herein are proved to be false the Vendors shall be liable to be dealt with according to law for false recitals made therein and shall also be liable to compensate the purchaser adequately for the loss or injury to be sustained by the purchaser in consequence thereof.

SCHEDULE

All that piece and parcel of vacant land measuring 0.16 (Zero Point One Six) Acres appertaining to and forming part of R.S. Plot No. 160 (One Six Zero) & 144/395 (One Four Four by Three Nine Five) corresponding to L.R. Plot No. 405 (Four Zero Five) of R.S. Sheet No. 5 (Five) corresponding to L.R. Plot No. 4 (Four), recorded in R.S. Khatian No. 294 (Two Nine Four) corresponding to L.R. Khatian No. 1587 (One Five Eight Seven) of Mouza - Dabgram, situates within Pargana-Baikunthapur, P.S. Bhaktinagar in the District of Jalpaiguri. Classification & propose use of land: Bastu...

Plot wise detail of the fand hereby sold is as follows:

R.S. PLOT NO.	L.R. PLOT NO.	AREA
160	405	0.13 ACRE
144/395	405	0.03 ACRE -
		0.16 ACRE

The said land is bounded and butted as follows: -

NORTH : LAND OF PURCHASER,

SOUTH : LAND OF HANUMAN TRADERS,

EAST : ABOUT 60 FT WIDE EASTERN BY PASS ROAD, /

EAST : LAND OF BINOD ROY & OTHERS.

IN WITNESS WHEREOF the Vendors do hereunto set their hands on the Day, Month and Year first above written.

SBAREALTORS PVI.LTD.

DIRECTOR

DIRECT

Drafted by me and printed at my office.

RAJESH KOMBA AGARWAL Advocate/Siliguri Reg. No. WB/73/97

MEMO OF RECEIPT

Rs. 15,00,000/-

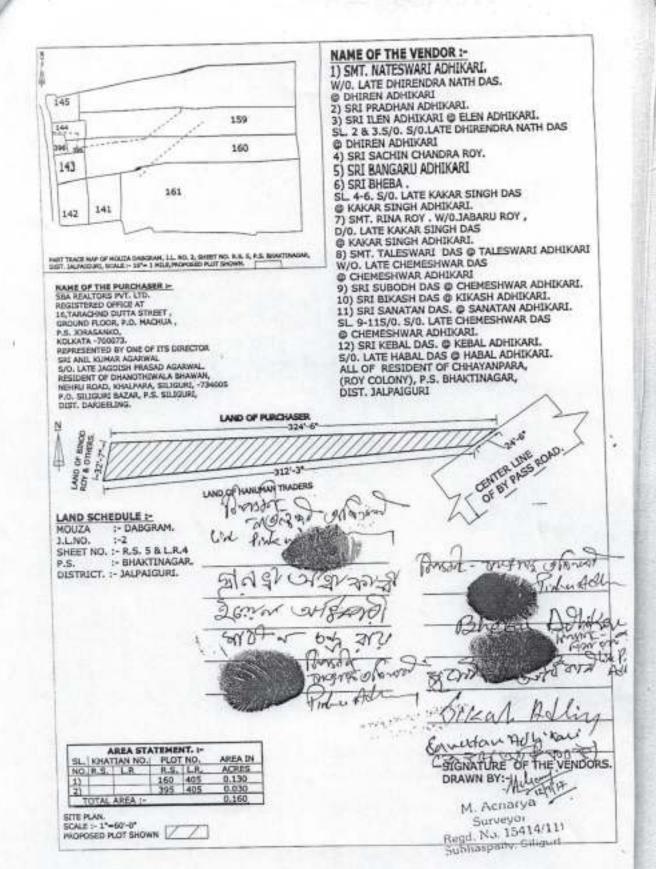
RECEIVED of and from the within named PURCHASER Rs. 15,00,000/- (Rupees Fifteen Lakh) only, by within named VENDORS the within sum of Rs. 15,00,000/- (Rupees Fifteen Lakh) only paid by Draft by the PURCHASER to the VENDORS in respect of the property conveyed herein as per Memo of Consideration.

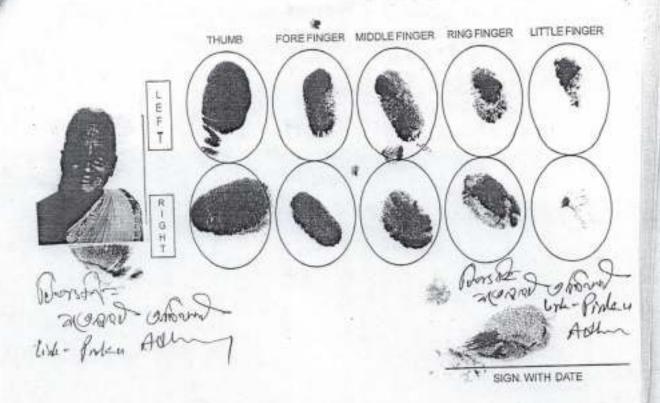
MEMO OF CONSIDERATION

BANK NAME	DRAFT NO.	DATE	AMOUNT
HDFC BANK	013346	07/07/2017	1,66,667/-
HDFC BANK	013347	07/07/2017	1,66,667/-
HDFC BANK	013348	07/07/2017	1,66,666/-
HDFC BANK	013349	07/07/2017	62,500/-
HDFC BANK	013350	07/07/2017	62,500/-
HDFC BANK	013351	07/07/2017	62,500/-
HDFC BANK	013352	07/07/2017	62,500/-
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HDFC BANK	013355	07/07/2017	62,500/-
HDFC BANK	013356	07/07/2017	62,500/-
HDFC BANK	013357.	07/07/2017	5,00,000/-
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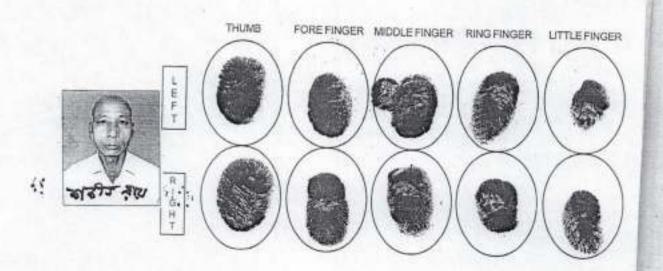
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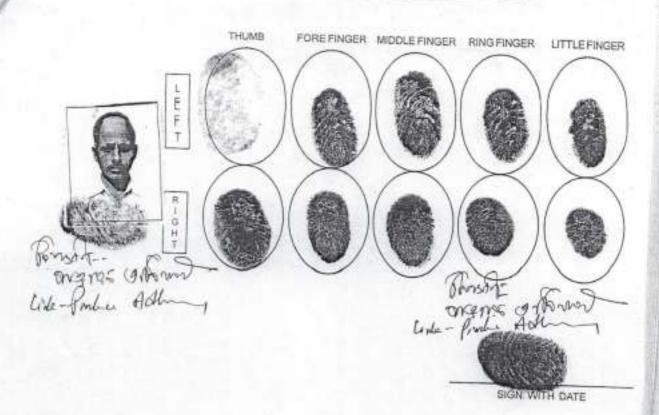


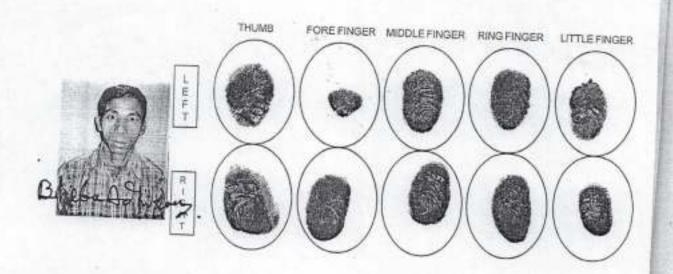
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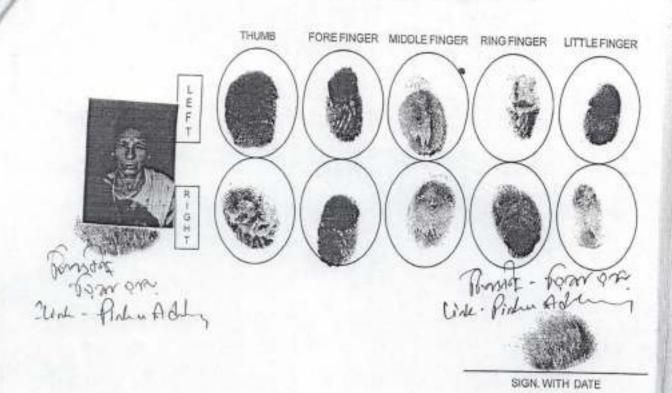


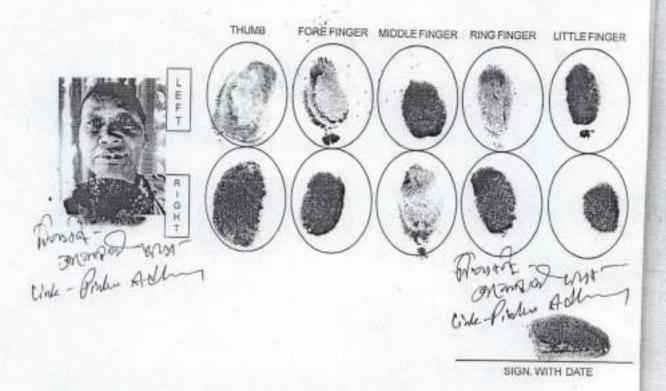
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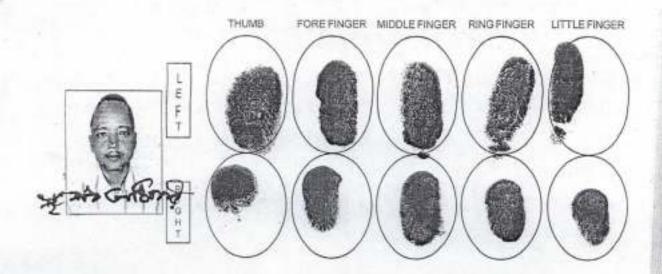




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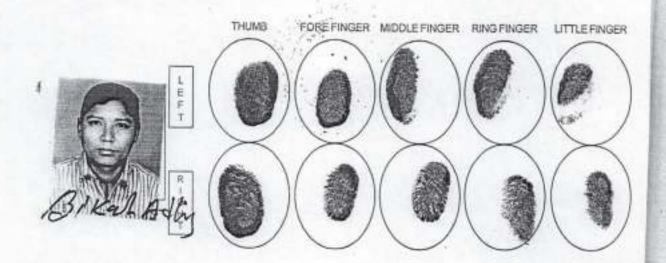






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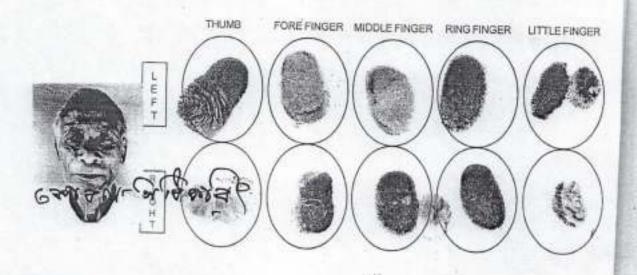


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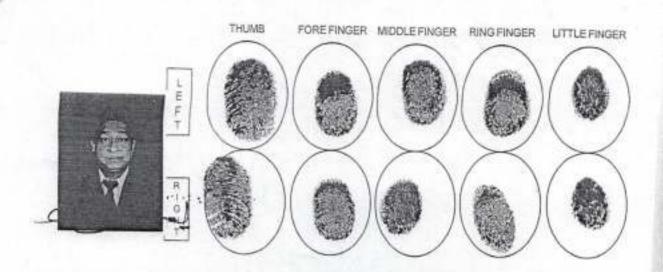
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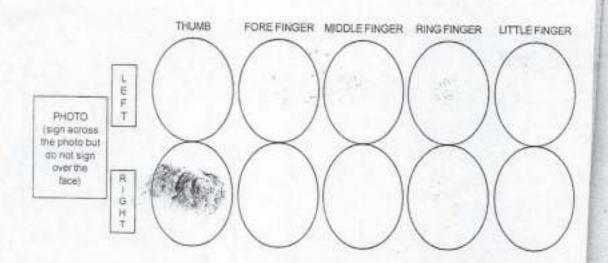


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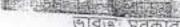




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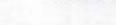




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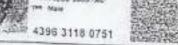


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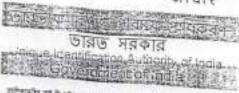
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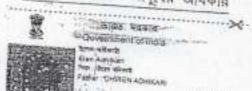
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SACHIN DHANDIN RAY

KAKAR ADHIKARE

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