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DEED OF CONVEYANCE

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CERTIFICE THAT THE DOCUMENT IS NOMITTED TO REGISTRATION. UCREATED ON A THE WALWARDER OF ANNALLED IN RECORDERATION THE SUGNITURE SHIEL WARME DRIVEN OF THE RECORDERATION NORMONE SHELL ANNUME LINUXSEMENT SHELTS AT MO TO THIS DOCUMENT ARE THE PLETS OF THIS DOCUMENT. Add. District Sub-Rogistrar. Suissun-II at \$380000a 113 AUG 2015



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INON **IUDICIAL** hannen te Value Rs 5'000 0 Go amo Ver Sagdogra Lien. No- 546/RM JI I Larjeeling

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Capinahan Losdar Sto-Rohit Loddar Vidyasagar Kallg. 203 PS-Siligen Just-Darrecting.

13 AUG 20151

11. or Day burg Chin Practices



Land measuring	:	0.19 Acre
Set forth Value	:	Rs.23,75,000/-
Pargana		Patharghata
Mouza	1	Panchnai
Khatian No.	:	1026 & 1027(L.R.)
R.S. Plot No	:	424
L.R. Plot No.	:	375
J.L. No.	:	27
Police Station		Matigara (now Pradhan Nagar)
District	:	Darjeeling

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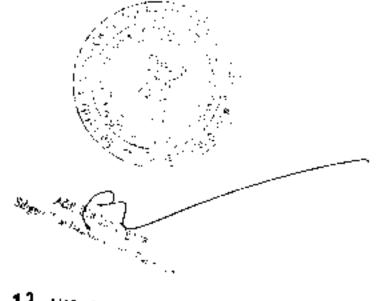
THIS DEED OF CONVEYANCE (SALE) IS MADE ON THIS THE 29th DAY OF JULY, TWO THOUSAND FIFTEEN

~: BETWEEN : ~

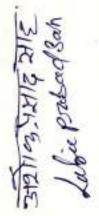
B.R.REAL ESTATE PVT. LTD. a private limited company incorporated under the Companies Act 1956, bearing its corporate identity No.U70101WB2007PTC117799 2007-2008 dated 13.08.2007, having its registered office near at D.D.T.S. Petrol Pump, 2nd Mile, Sevoke Road, Siliguri, P.S. Bhaktinagar, District Jalpaiguri, in the State of West Bengal, represented by one of its Director <u>SRI SUNIL KUMAR</u> AGARWAL, son of Late Bhimraj Agarwala, resident of Punjabi para, P.O. Sevoke Road, P.S. Siliguri, Dist. Darjeeling hereinafter called the "<u>PURCHASER/FIRST PARTY</u>" (which term or expression shall mean and include, unless excluded by or repugnant to the context its successors in office, executors, administrators, legal representatives and assigns) of the <u>ONE PART</u>. [PAN No: AADCB2220K]

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Page 2 of 11



13 AUG 20151



(1) SRI ASHOK PRASAD SAH, 6 (2) SRI LALJI PRASAD SAH, both of them are sons of Late Surjyanath Prasad Sah, Nationality by Indian, Hindu by religion, Business by occupation, residing at Salbari, P.O. Sukna, P.S. Pradhan Nagar, Dist. Darjeeling, in the State of West Bengal- hereinafter collectively called the "VENDORS/SECOND PARTY" [which expression shall mean and include unless excluded by or repugnant to the context their respective heirs, executors, successors, legal representatives, administrators and assigns) of the OTHER PART.

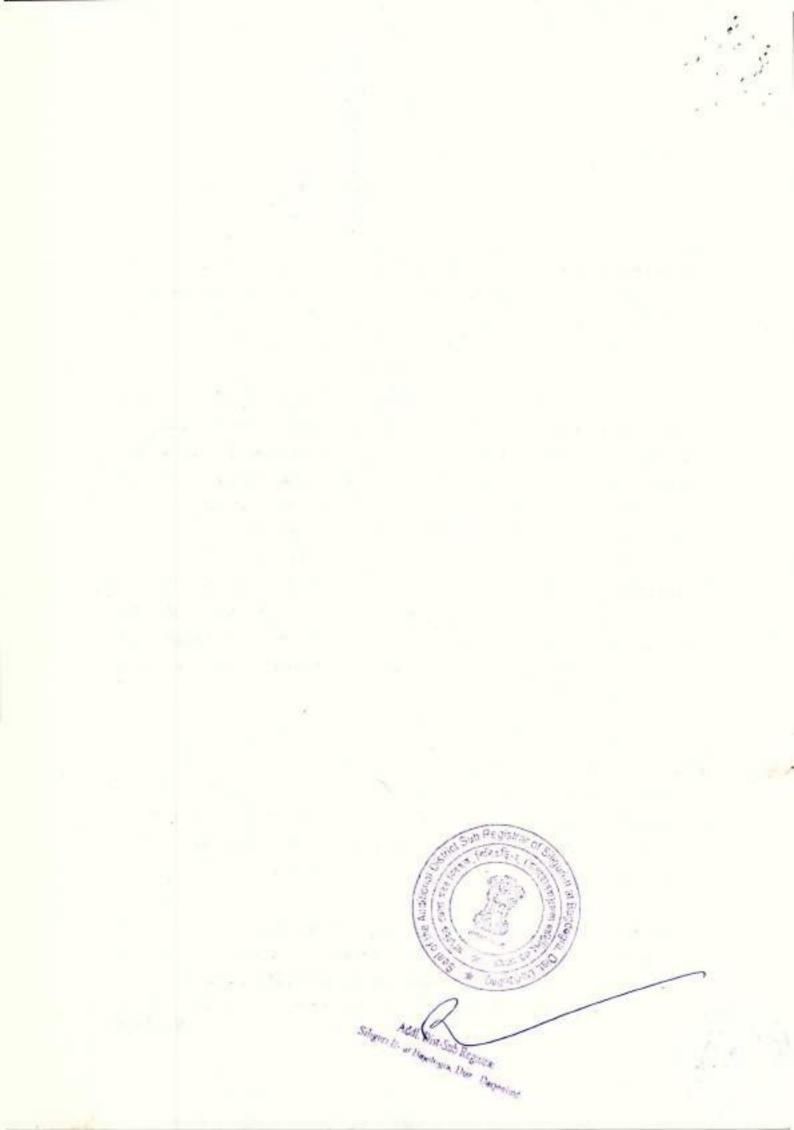
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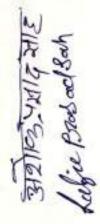
[PAN No: AVQPP4940D]; [PAN No: BASPP1866J]

WHEREAS one Sri Surjyanath Prasad Sah (since deceased), S/o Late Haridwar Sah, i.e. the father of the Vendors/Second Party of these presents acquired the absolute ownership of all that 0.19 Acre of land out of 0.67 Acre of land appertaining to and forming part of L.R. Plot No.375 corresponding to R.S. Plot No.424, recorded in L.R. Khatian No.120, within Mouza Panchnai, Pargana Patharghata, J.L. No.27, under P.S. Matigara (presently Pradhan Nagar), Dist. Darjeeling by virtue of a registered Deed of Sale executed in his favour by the erstwhile owner in possession of the land one SRI MAHATI PRASAD SAHA, S/o Late Balrup Ram Saha which was executed at the office of the A.D.S.R.Siliguri-II at Bagdogra on 28/03/2005 and finalized on 17/06/2005 being document No.1-2228 for the year 2005. And by dint of aforesaid purchase said Sri Surjyanath Prasad Sah (since deceased) became the sole and absolute owner in actual and



Page 3 of 11





physical possession of all that said 0.19 Acre of land with permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

AND WHEREAS being the absolute owner in possession of the said land said Surjyanath Prasad Sah died intestate leaving behind him his two sons namely SRI ASHOK PRASAD SAH & SRI LALJI PRASAD SAH, i.e. the Vendors/Second Party of these presents as his sole legal heirs and successors and as per the provisions of Hindu Succession Act, 1956 the above named SRI ASHOK PRASAD SAH & SRI LALJI PRASAD SAH jointly inherited the aforesaid landed property in equal proportion and as such became the absolute co-owners of the land with permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

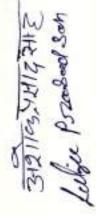
AND WHEREAS the Vendors/Second Party hereof now being in need of money for raising funds and also for some of their other developmental plans have decided to sell and have also offered for sale their entire aforesaid 0.19 Acre of land as fully and particularly described in the schedule below free from all encumbrances and charges whatsoever.

AND WHEREAS the Purchaser hereof was in search of a plot of land for its own purpose, has agreed to purchase the said land measuring 0.19 Acre (ZERO POINT ONE NINE ACRE) as fully described in the schedule below and offered a price of the Page 4 of 11



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sum of Rs.23,75,000/- (Rupees Twenty Three Lacs Seventy Five Thousand)only for the said 0.19 Acre of land as mentioned in the schedule below free from all encumbrances and charges whatsoever.

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AND WHEREAS the Vendors hereof considering the said price so offered by the Purchaser as fair, reasonable and highest in view of prevailing market rate, have firmly and finally agreed to sell their below scheduled land to the Purchaser hereof at or for the said price of the sum of Rs. 23,75,000/-(Rupees Twenty Three Lacs Seventy Five Thousand) only free from all encumbrances and charges whatsoever and the said land is hereby transferred in the manner as hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that pursuance to the aforesaid acceptance and also in consideration of the said sum of Rs. 23,75,000/- (Rupees Twenty Three Lacs Seventy Five Thousand)only paid by the Purchaser to the Vendors hereof (the receipt whereof the Vendors do hereby acknowledge and grant full discharge from the payment thereof), the Vendors do hereby grant, convey, assign, transfer unto the purchaser the said vacant land hereby sole described in the schedule below and make over possession thereof to the purchaser together with all right, title, interest liberties, easements, privileges, appendices, whichever are belonging to or in any way appertaining to the said land or any part thereof <u>TO HAVE AND TO HOLD</u> the same absolutely by the



Page 5 of 11



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Purchaser for ever peaceably and quietly without any interference or interruption from the Vendors or any person claiming under them, subject to the payment of rent etc. payable to the superior landlord - the State of West Bengal.

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THE VENDORS do hereby declare that the Vendors have not previously sold, mortgaged, transferred or contracted for sale or otherwise the said vacant land hereby sold or any part thereof suffers from no defect of title and in the event of discovery or any contrary is proved, 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 pay adequate compensation to the purchaser.

THE VENDORS do hereby further declare that the entire land forming subject matter of the present conveyance was in actual and khas possession of the Vendors at the date of these presents and the Vendors do hereby covenant with the Purchaser that if for any defect in the title of the land hereby sold or any part thereof or for any act done or suffered to be done by the Vendors, the Purchaser is deprived of ownership or of possession thereof the land hereby sold or any part thereof in future, the Vendors shall liable to return to the Purchaser the full or he proportionate part of the said price money as the case may be together with interest from the date of such deprivation or dispossession and the Vendors shall also be liable to pay adequate compensation to the Purchaser for any other loss or injury which the Purchaser may suffer there from.



Page 6 of 11



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THE VENDORS do hereby declare that the no suit, appeal or any other legal proceeding or litigation concerning the below scheduled property or any part thereof has been or is pending or filed at any time heretofore before any court of law within the knowledge of the Vendors and further there is no impediment or restriction under any law for the time being in force the Vendors selling, conveying and transferring the property as described in the schedule below.

THE VENDORS do hereby declare that the Vendors never held nor hold any excess land within the meaning of the West Bengal Land Reforms Act, 1955 or any other Act or statute applicable to the said properties, nor did the predecessorin-title or interest of the Vendors ever held any excess land within the meaning of the said Acts or any other Act or statute applicable to the said property.

THE VENDORS do hereby also declare that no portion of the said properties has ever been vested in the State under the provisions of the West Bengal Land Reforms Act, 1955 or any other Act or statute applicable to the said property and further there is no such any case pending under such Acts and statutes in respect of the below scheduled land. It is also expressly declared that no declaration/notification has been made or published for acquisition or requisition of the said properties or any portion thereof under the provisions



Page 7 of 11



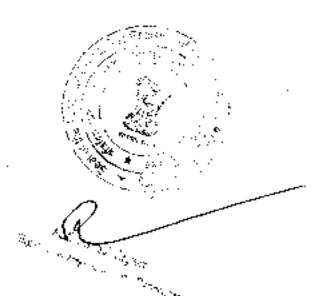
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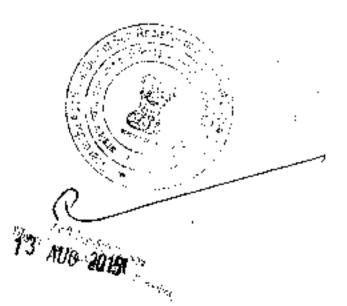
of Land Acquisition Act or any other Act for the time being in force and that the said property or any part thereof are not affected by any notice of acquisition or requisition or alignment under any Act or case whatsoever.

THE VENDORS 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 up to the date of these presents has been paid and all other covenants and conditions required to be observed and performed has been accordingly observed and performed and in default or contravention the Vendors shall always be liable for payment of all arrears of rates, taxes, khajna, land revenue and other outgoings and impositions payable in respect of the said properties benefits and rights hereby granted, sold, conveyed, transferred assigned and assured or expressed or intended so to be for the period up to the date hereof, whether demanded or not till date by the authorities concerned, and all such outgoings shall be forthwith paid by the Vendors on a demand being made by the Purchaser and the Vendors shall indemnify and keep saved harmless and indemnified the Purchaser in respect thereof as also for all losses, damages, claims, demands, consequences and proceedings as may be suffered by the Purchaser due to nonpayment or delay of payment thereof.

AND that the Purchaser shall hereafter peaceably and quietly hold, use, occupy, possess and enjoy the aforesaid land as



Page 8 of 11





fully mentioned in the schedule below as his own land having permanent, heritable and transferable right, title and interest therein without any hindrance, interruption, claim or demand whatsoever by or from the Vendors or any other person or persons whomsoever claiming through or under them.

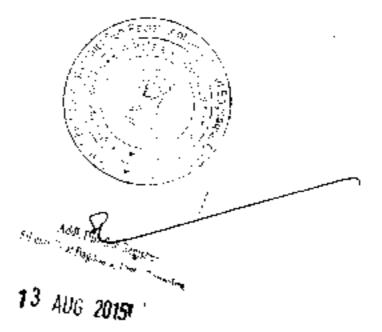
THE VENDORS do hereby further declare that the Vendors at the request and costs of the Purchaser, do execute or cause to be done such acts, deeds or things whatsoever if the Purchaser so required in future for peaceful enjoyment and possession of the said land hereby sold by the Vendors by these presents.

SCHEDULE OF THE LAND

ALL THAT PIECE OR PARCEL of vacant land measuring 0.19 Acre, classified as Rupni land and proposed to be used by company, appertaining to and forming part of L.R. Plot No.375 corresponding to R.S. Plot Nos.424, recorded in L.R. Khatian No.1026 & 1027, in Mouza Panchnai, Pargana Patharghata, J.L. No.27, within Gram Panchayat area, P.S. Matigara (now Pradhan Nagar), Dist. Darjeeling.

The afore	esaid	land is butted and bounded as follows:
By North	:	Land of Vendors now sold to this Purchaser;
By South	:	18 Ft. Metal Road;
By East	:	Land of Subhash Sah in Plot No.375 (Part);
By West		Land of Geeta Sah & Munni Sah @ Moni
		Prasad Sah now sold to this Purchaser.

Page 9 of 11



The set forth value of the aforesaid land is Rs. 23,75,000/-(Rupees Twenty Three Lacs Seventy Five Thousand)only.

One separate sheet is enclosed herewith containing the fingerprints of the Vendors and Purchaser forming part of these presents.

The land measuring 0.19 Acre hereby sold is more particularly shown in the site plan marked with red border is annexed herewith forming a part of these presents.

IN WITNESSES WHEREOF THE VENDORS TO THIS Deed of Conveyance put their respective hands and signatures on these the presents on the day, month & year first above written.

WITNESSES :

1) JagMahenfoddar Sto-Rohit loddar Vidyasogar Pally PogPS-Siligen Dist-Dageeling

Jabre Prus ad San

Signature of the Vendors

2) Dimesh proval singh St. Basdeo Singh We parkash Neger Po. server Roal Ps. Bhaketi Neger Dest Jalpeni yuu

Drafted as per the instructions of the parties and explained the contents to the parties and printed in my office.

[DEBDIP DUTTA] Advocate, Siliguri Enrol. No. WB/762/ 2003

Page 10 of 11

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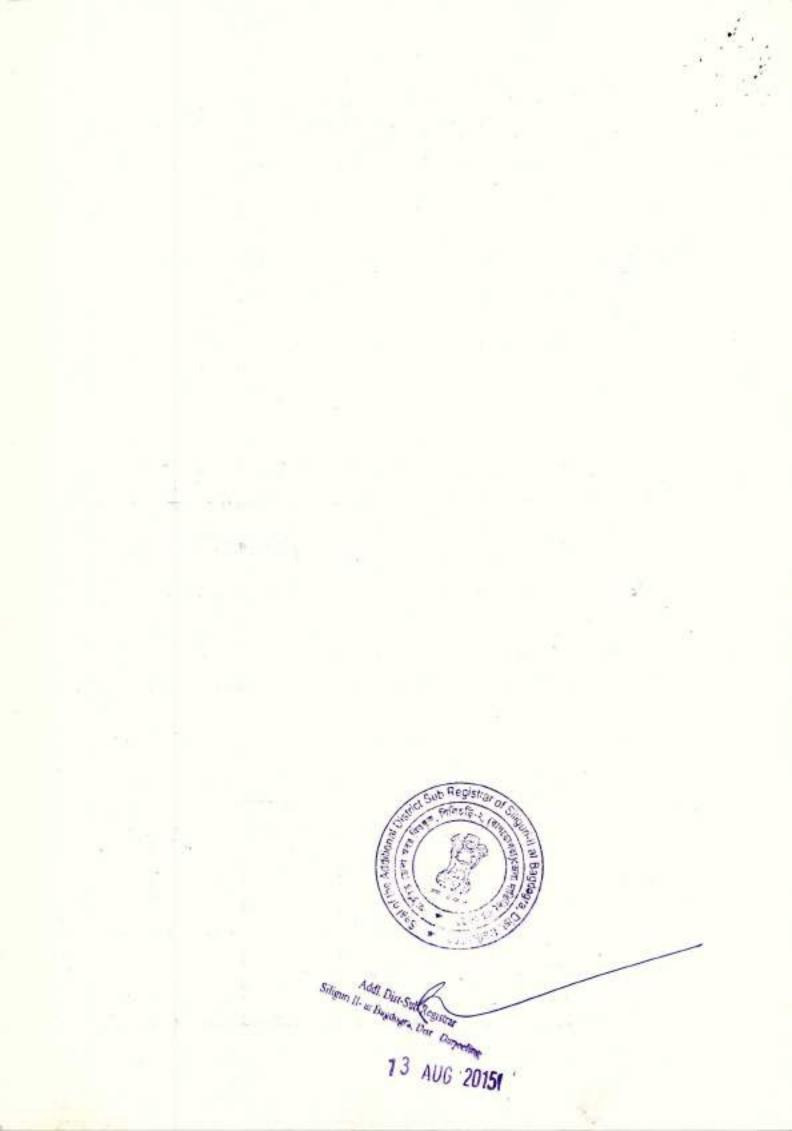


MEMO OF RECEIPT

Received a sum of Rs. 23,75,000/- (Rupees Twenty Three Lacs Sevenly Five Thousand)only from the above named Purchaser/s by Cash/Cheque/Draft as mentioned below on account of property conveyed herein.

3121102 UNIG THE Latic Prasod Sach

Signature of the Vendors



FINGER PRINTS OF _ SONIL KUMAR ACDEWAL



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LEFT HAND		6	0	0	1
RIGHT HAND	C B	1	0		

SIGNATURE

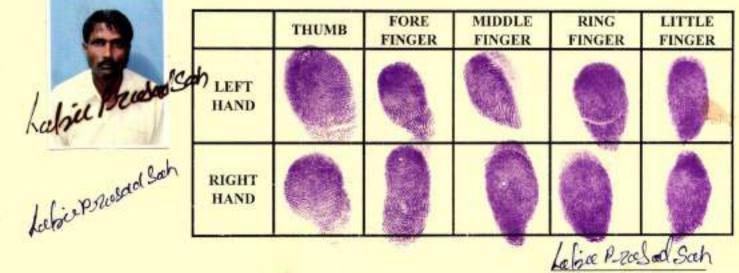
FINGER PRINTS OF ASHOK PRASAD SAY.



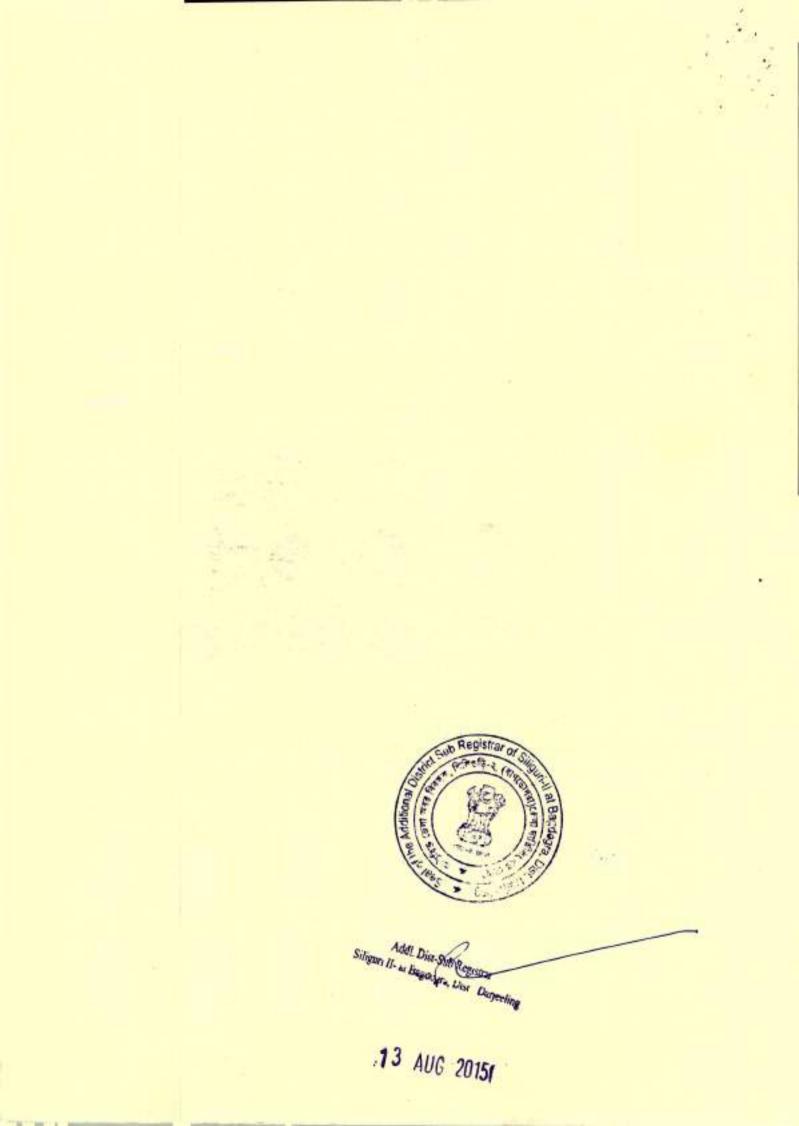
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT HAND	0	0	0	0	0
RIGHT HAND	0	0	0	0	0

Signature

FINGER PRINTS OF LALSI PRASAD SAY



SIGNATURE



आयकर विमाग भारत सरकार INCOME TAX DEPARTMENT GOVT. OF INDIA B R REAL ESTATE PRIVATE UMITED 13/06/2007 AADCB2220K

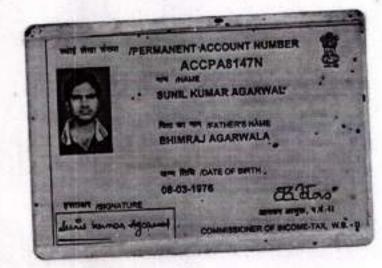
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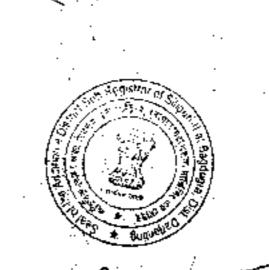


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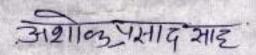


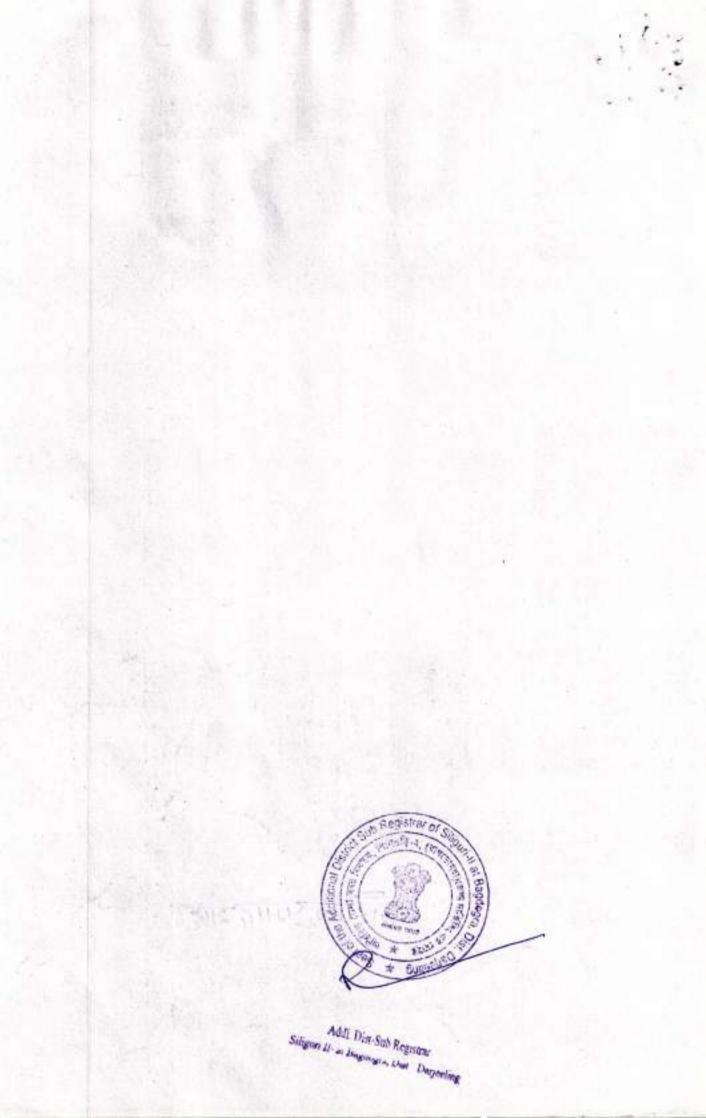
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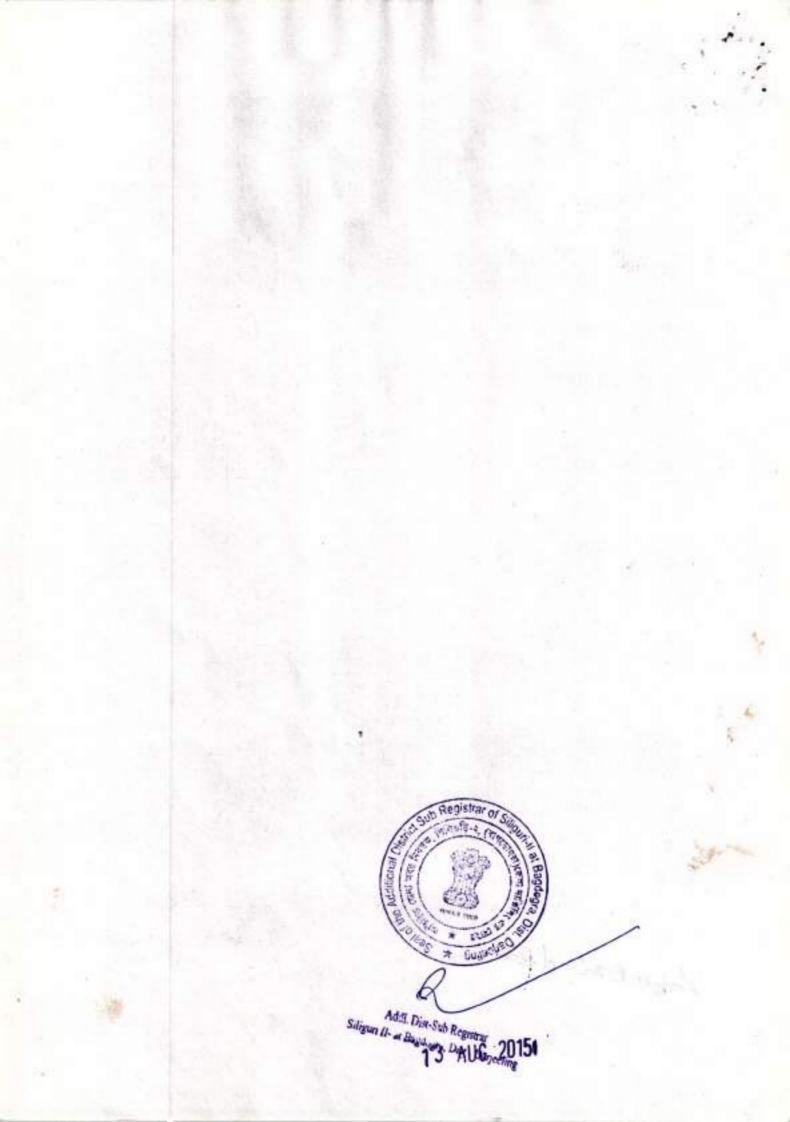
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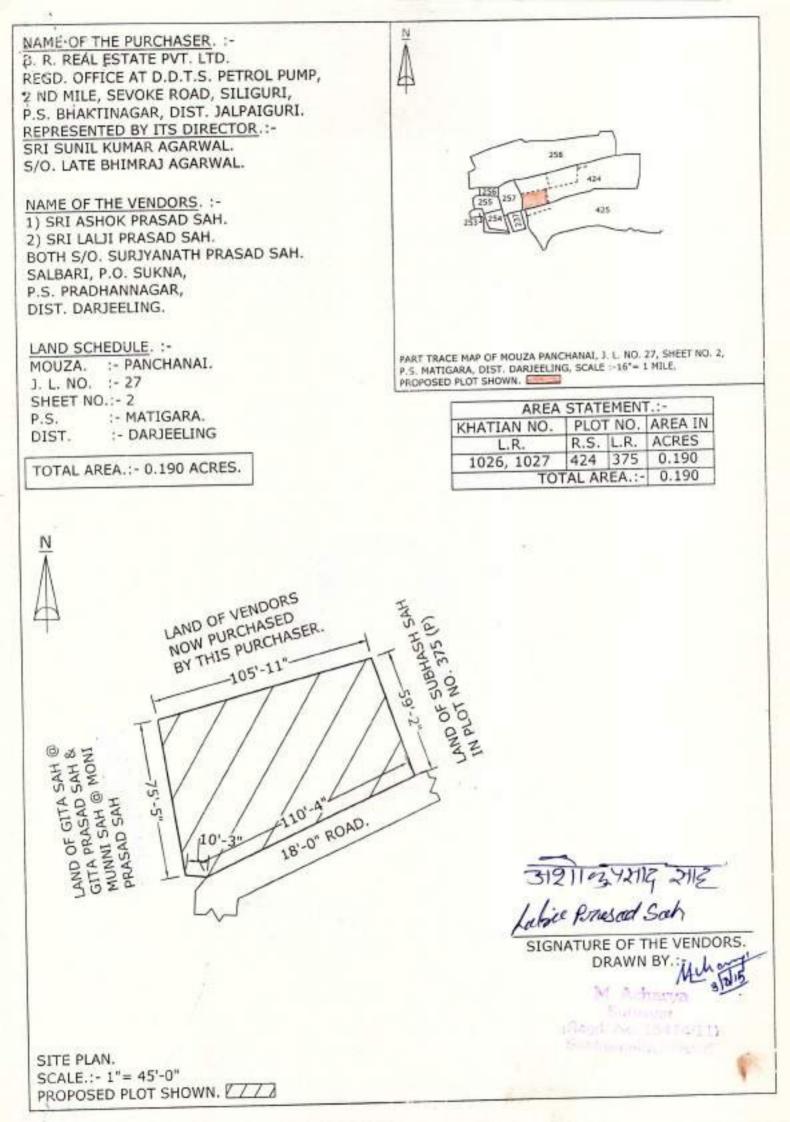
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Add Dist-Sub Registrar Siliguri II- ar Bagdogra, Dist Darjeeting

13 AUG 2015.

Seller, Buyer and Property Details

A. Seller & Buyer Details

	Seller Details				
SL No.	Hame, Houress, Fridue, Finger print and Signature				
1	Mr Ashok Prasad Sah Son of Late Surjyanath Prasad Sah Salbari, P.O:- Sukna, P.S:- Pradhan Nagar, District:- Darjeeling, West Bengal, India, PIN - 734009 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AVQPP4940D, Status : Self Date of Execution : 13/08/2015 Date of Admission : 13/08/2015	8/13/2015 12:12:05 PM hrs	LTI 8/13/2015 12:19:48 PM hrs		
Place of Admission of Execution : Office		3191105 500 211E 8/13/2015 12:20:10 PM hrs			
2	Mr Lalji Prasad Sah Son of Late Surjyanath Prasad Sah Salbari, P.O:- Sukna, P.S:- Pradhan Nagar, District:- Darjeeling, West Bengal, India, PIN - 734009 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. BASPP1866J, Status : Self Date of Execution : 13/08/2015	8/13/2015 12:12:26 PM hrs	LTI 8/13/2015 12:20:26 PM hrs		
	Date of Admission : 13/08/2015 Place of Admission of Execution : Office	Lubjee Prisa			

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D. Applicant Details

Applicant's Name	Debdip Dutta
Address	Nazrul Serani, Ashrampere,Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734001
Applicant's Status	Advocate



100	Buyer Details
SĹ No.	Name, Address, Photo, Finger print and Signature
1	B.R. Real Estate Pvt Ltd 2nd Mile, Sevoke Road, P.O:- Sevoke Road, P.S:- Bhaktinagar, Siliguri Mc, District:-Jalpaiguri, West Bengal, India, PIN - 734001 PAN No. AADCB2220K, Status : Organization

B. Identifire Details

Identifier Details					
SL No.	Identifier Name & Address	Identifier of	Signature		
	Mr Jagmohan Poddar Son of Mr Rohit Poddar Vidyasagar Pally, Khalpara, P.O:- Siliguri, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734005 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India,	Mr Ashok Prasad Sah, Mr Lalji Prasad Sah	J <u>aylidan feider</u> . 8/13/2015 12:21:05 PM hrs		

C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	Gram Panchayat: PATHARGHATA, Mouza: Panchani	RS Plot No:- 424 , RS Khatian No:- 1026	0.19 Acre	23,75,000/-		Proposed Use: To Be Use By Company, ROR: Rupni, Property is on Road

Transfer of Property from Seller to Buyer					
Sch No.	Name of the Seller	Name of the Buyer	Transferred Area	Transferred Area in(%)	
L1	Mr Ashok Prasad Sah	B.R. Real Estate Pvt Ltd	9.5	50	
	Mr Lalji Prasad Sah	B.R. Real Estate Pvt Ltd	9.5	50	





		November 1997 Contraction of the second s	
	Endorsement For Deed	Number : I - 040307784 / 2	015
Query No/Year	04030000539970/2015	Serial no/Year	0403008342 / 2015
Deed No/Year	I - 040307784 / 2015		
Transaction	[0101] Sale, Sale Docum	ent	
Name of Presentant	Mr Ashok Prasad Sah	Presented At	Office
Date of Execution	13-08-2015	Date of Presentation	13-08-2015
Remarks			

Office of the A.D.S.R. BAGDOGRA, District: Darjeeling

Remarks

On 13/08/2015

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.

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

Presented for registration at 11:29 hrs on : 13/08/2015, at the Office of the A.D.S.R. BAGDOGRA by Mr Ashok Prasad Sah , one of the Executants.

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 23,75,000/-

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

Execution is admitted on 13/08/2015 by

Mr Ashok Prasad Sah, Son of Late Surjyanath Prasad Sah, Salbari, P.O: Sukna, Thana: Pradhan Nagar, , Darjeeling, WEST BENGAL, India, PIN - 734009, By caste Hindu, By Profession Business Indetified by Mr Jagmohan Poddar, Son of Mr Rohit Poddar, Vidyasagar Pally, Khalpara, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734005, By caste Hindu, By Profession Service

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

Execution is admitted on 13/08/2015 by

Mr Lalji Prasad Sah, Son of Late Surjyanath Prasad Sah, Salbari, P.O: Sukna, Thana: Pradhan Nagar, Darjeeling, WEST BENGAL, India, PIN - 734009, By caste Hindu, By Profession Business Indetified by Mr Jagmohan Poddar, Son of Mr Rohit Poddar, Vidyasagar Pally, Khalpara, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734005, By caste Hindu, By Profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 26,114/- (A(1) = Rs 26,114/-) and Registration Fees paid by Cash Rs 26,114/-

Payment of Stamp Duty



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Certified that required Stamp Duty payable for this document is Rs. 1,18,750/- and Stamp Duty paid by Draft Rs. 1,13,800/-. by Stamp Rs 5,000/-

Description of Stamp

 Rs 5,000/- is paid on Impressed type of Stamp, Serial no 3929, Purchased on 23/06/2015, Vendor named T. Roy.

Description of Draft

1. Rs 15,800/- is paid, by the Draft(other) No: 059314000427, Date; 29/07/2015, Bank: STATE BANK OF INDIA (SBI), EKTIASAL.

2. Rs 49,000/- is paid, by the Draft(other) No: 059224000427, Date: 24/07/2015, Bank: STATE BANK OF INDIA (SBI), EKTIASAL.

3. Rs 49,000/- is paid, by the Draft(other) No: 059225000427, Date: 24/07/2015, Bank: STATE BANK OF INDIA (SBI), EKTIASAL.

بطبط وتسترك

(Suraj Lepcha) ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BAGDOGRA Daneeling, West Bengal



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Vertificate of Registration under section 60 and Rule 69. Vegistered in Book - I Volume number 0403-2015, Page from 27877 to 27900

being No 040307784 for the year 2015.



Digitally signed by SURAJ LEPCHA Date: 2015.09.03 13:28:02 +05:30 Reason: Digital Signing of Deed.

(Suraj Lepcha) 03/09/2015 13:28:01 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BAGDOGRA

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West Bengal.

(This document is digitally signed.)

