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### **DEED OF CONVEYANCE**

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Addl. Dist Sub-Ragistra Rajganj, Jalpaiguri

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THIS DEED OF CONVEYANCE MADE ON THIS

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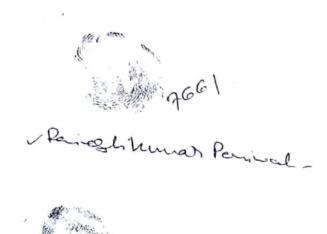
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#### **BETWEEN**

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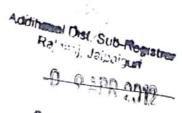
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Rankishan Road

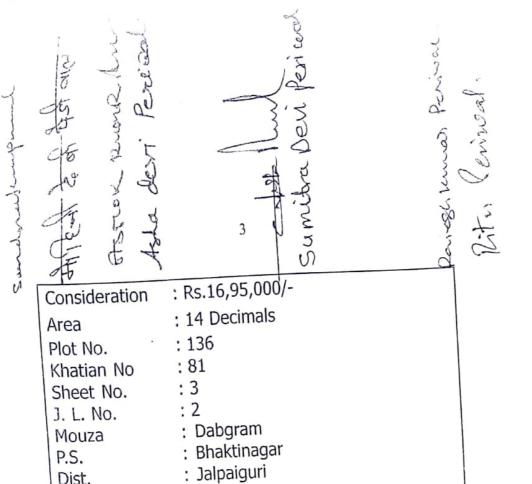
10. Sp. 3- Sizigmi

Dist - Dazgeeling





0 9 MAY 2012



SVN BUILDERS PRIVATE LIMITED (PAN NO.

Within Gram Panchayat Area.

AAMCS 1347 K), a Private Limited Company incorporated under the provision of Companies Act 1956, bearing certificate of Incorporation No. U70109WB2008PTC127272 Dated 08/07/ 2008 having its registered Office at "Keshar Kunj", 3rd Floor, Sriram Colony, Sevoke Road, P.O.& P.S. Siliguri, Dist. Darjeeling, reprsented by one of its Director, SRI VIKASH GOEL S/O LATE SURESH CHANDRA GOEL, Hindu by religion, Indian by citizenship, Business by Occupation, resident of Sri Ram Colony 10, Siliguri, 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.

AND

T.SKI SURENDRA KUMAR DELIMAT (Having bay

No.AFRPP 0010 P) S/O SRI GAJANANDA PERIWAL, 2. SMT. MOHINI DEVI PERIWAL (Having Pan No. AGHPP 0364 K) W/O SRI SURENDRA KUMAR PERIWAL, 3. SRI ASHOK KUMAR PERIWAL (Having Pan No.AFHPP 8248 M) S/O SRI SURENDRA KUMAR PERIWAL, 4. SMT. ASHA DEVI PERIWAL (Having Pan No. ALDPP 3639 A) W/O SRI ASHOK KUMAR PERIWAL, 5. SRI OM PRAKASH PERIWAL (Having Pan No.AFRPP 0011 N) S/O SRI GAJANANDA PERIWAL, 6.SMT. SUMITRA DEVI PERIWAL (Having Pan No. AFHPP 8247 E) W/O SRI OM PRAKASH PERIWAL, 7.SRI RAJESH KUMAR PERIWAL (Having Pan No. AERPP 4634 C) S/O SRI OM PRAKASH PERIWAL AND 8.SMT. RITU PERIWAL (Having Pan No. AKEPP 0988 N) W/O SRI RAJESH KUMAR PERIWAL, Hindu by religion, Business by occupation, Indian by Citizenship, residing at 3rd Mile, Sevoke Road, Opp. Sona Petrol Pump, P.O.Salugara, P.S.Bhaktinagar, Dist.Jalpaiguri, 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.

whereas the Vendor No. 1 to 4 hereof, are the sole and absolute owner of vacant land measuring 37.9 Kathas, appertaining to and forming part of Plot No. 85/133 & 85/136, recorded in Khatian No. 81, of Mouza - Dabgram, Pargana-Baikunthapur, J.L. No. 2, Sheet No. 3, P. S. Bhaktinagar, Dist - Jalpaiguri, by virtue of Deed of Sale being No.I-2913, Dt. 05/08/2005, recorded in Book No. I, for the year

Riving

2005, registered in the office of Dist. Sub-R

2005, registered in the office of Dist. Sub - Registrar, Jalpaiguri, Dist. Jalpaiguri, executed by Smt. Tasishri Lamo D/o Late Dorko Lama for self and on behalf of Smt.Iyangchi Lamo @ Yangchen Lhamu D/o Late Dorko Lama and W/o Sri Ronald S. Blustein, residing at Salugara, P.S. Bhaktinagar, Dist. Jalpaiguri, as her constituted attorney vide General Power of Attorney Dt. 14/10/2002 by Notary Public, State of Hawaii Mr. Edward C Mc.CREA, JR Commission expires on 30/08/2004, authenticated by Mr. Suresh Kumar Sharma, Asstt.Consular Officer, Consulate General of India on behalf of High Commission of India as on 12/01/2004 which was attested by the Notary Public on12/01/2004 under No. SANF/CONS/ESF/III/2004, having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

#### AND

whereas the Vendor No. 5 to 8 hereof, are the sole and absolute owner of vacant land measuring 37.9 Kathas, appertaining to and forming part of Plot No. 85/133 & 85/136, recorded in Khatian No. 81, of Mouza - Dabgram, Pargana-Baikunthapur, J.L. No. 2, Sheet No. 3, P. S. Bhaktinagar, Dist. Jalpaiguri, by virtue of Deed of Sale being No.I-2914, Dt. 05/08/2005, recorded in Book No. I, for the year 2005, registered in the office of Dist. Sub - Registrar, Jalpaiguri, Dist. Jalpaiguri, executed by Smt. Tasishri Lamo D/o Late Dorko Lama for self and on behalf of Smt.Iyangchi Lamo @ Yangchen Lhamu D/o Late Dorko Lama and W/o Sri Ronald S. Blustein, residing at Salugara, P.S. Bhaktinagar, Dist. Jalpaiguri, as her constituted attorney vide General Power of Attorney Dt. 14/10/2002 by Notary Public, State of Hawaii Mr. Edward C

Bin Wanter

Mc.CREA, JR Commission expires on 30/08/2004, authenticated by Mr. Suresh Kumar Sharma, Asstt.Consular Officer, Consulate General of India on behalf of High Commission of India as on 12/01/2004 which was attested by the Notary Public on12/01/ 2004 under No. SANF/CONS/ESF/III/2004, having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

#### AND

WHEREAS the VENDORS being in need of money for their developmental plans have jointly decided to sell their land, measuring 14 Decimals, 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 plots of land of the VENDORS situate, relying on the aforesaid statements of the Vendors, has agreed to purchase the said below scheduled land of the Vendor at or for a price of Rs. 16,95,000/- (Rupees Sixteen Lacs Ninety Five Thousand) only, free from all encumbrances and charges whatsoever.

<u>AND</u>

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whereas the vendors considering the price so offered by the purchaser as fair, reasonable and highest according to rates now prevailing in the market has firmly and finally decided and agreed to sell below Scheduled land unto the purchaser at or for the price of Rs. 16,95,000/- (Rupees Sixteen Lacs Ninety Five Thousand) 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 Rs. 16,95,000/- (Rupees Sixteen Lacs Ninety Five Thousand) 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 W.B.

P. W. WISY

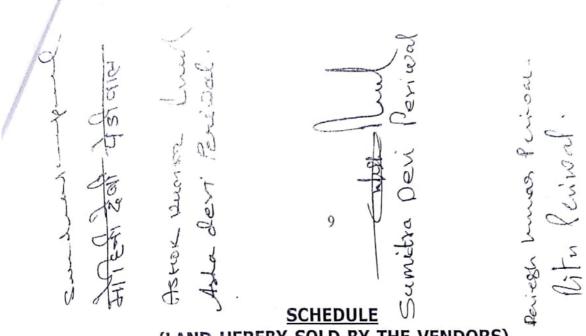
The Vendors do hereby declares that there exists

The Vendors do hereby declares 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 thereof 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 do 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.

R. W. IN



(LAND HEREBY SOLD BY THE VENDORS)

All that piece and parcel of vacant land measuring 1.4 Decimals, appertaining to and forming part of Plot No.136, recorded in Khatian No. 81, of Mouza -Dabgram, Pargana - Baikunthapur, J. L. No. 2, Sheet No. 3, P. S. Rajganj, Dist.Jalpaiguri, Within Gram Panchayat Area. ( Land is Dahala)

#### The aforesaid land is butted and bounded as follows:-

By the North - Land of Vendors sold today to Purchaser. By the South - Land & House of Ram Prasad & Others. - Land of Vendors sold today to Purchaser. By the East

- Land of Purchaser. By the West

Within the aforesaid butted and bounded the Vendors do hereby sold their land measuring 14 Decimals, to the Purchaser as shown in the sketch map delineated with Red Ink Border, is forming part of these presents.

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

WITNESSES :-

1. Rum Roy

S/o-Brusontawn Roy

Rankishan Road

P.O J. P.S. - Siliguri

Dist - Dan Jeeling

2.

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Asher Revisional.

Sumitya Devi Periwal

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SIGNATURE OF THE VENDORS

Drafted and explained by me to parties & printed in my office:

(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. 16,95,000/- (Rupees Sixteen Lacs Ninety Five Thousand), in respect of sale of vacant land measuring 14 Decimals, appertaining to and forming part of Plot No. 136, recorded in Khatian No. 81, of Mouza - Dabgram, Pargana-Baikunthapur, J. L. No. 2, Sheet No. 3, P. S. Rajganj, Dist - Jalpaiguri, Within Gram Panchayat Area.

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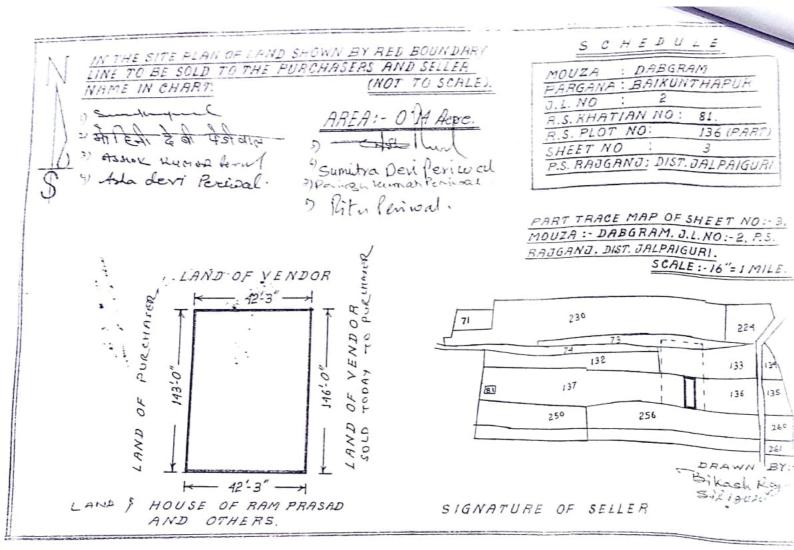
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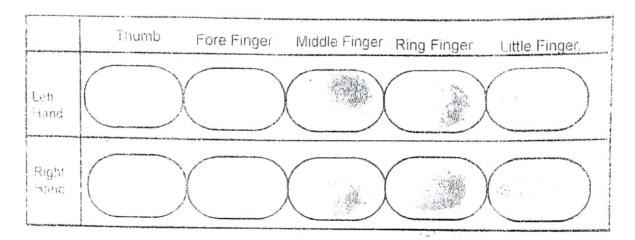
SIGNATURE OF VENDORS



# IMPRESSION SHEET



## CLAIMANT



Signature with date

Signature of Identifier

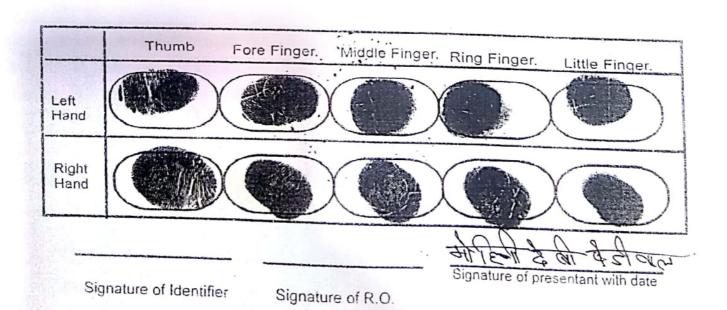
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Signature of presentant with date





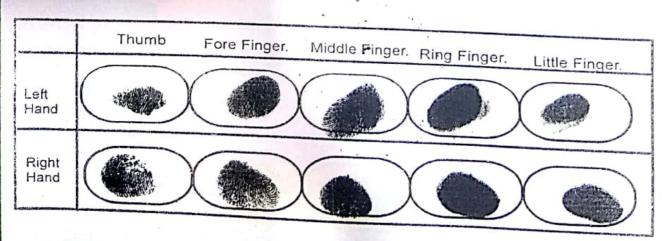
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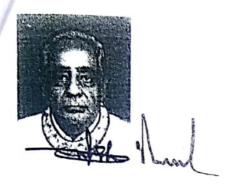




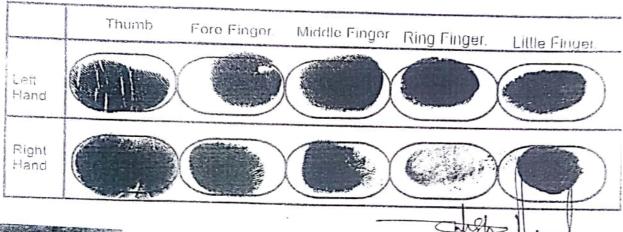
Signature of Identifier

Signature of R.O.

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Signature of presentant with date

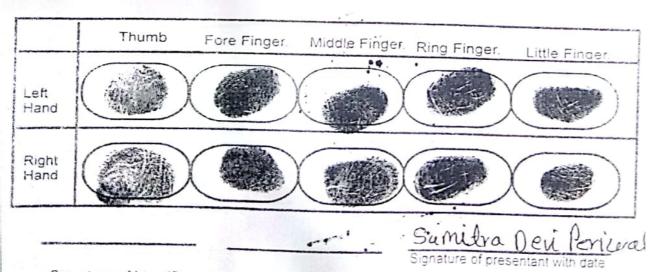


Signature of presentant with date





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Signature of Identifier Signature of R.O.



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Signature of presentant with date



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Signature of presentant with date

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: 1 - 03747 of 2012

(Serial No. 03716 of 2012)

On

#### Payment of Fees:

# Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962) On 09/05/2012

Surendra Presented for registration at 21.21 hrs on :09/05/2012, at the Private residence by Sri Kumar Periwal, one of the Executants.

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

- 1. Sri Surendra Kumar Periwal, son of Sri Gajananda Periwal, 3rd Mile, Sevoke Road, Opp Sona Petrol Execution is admitted on 09/05/2012 by Pump., Thana:-Bhaktinagar, P.O. :-Salugara ,District:-Jalpaiguri, WEST BENGAL, India, , By Caste
  - 2. Smt Mohini Devi Periwal, wife of Sri Surendra Kumar Periwal , 3rd Mile, Sevoke Road, Opp Sona Petrol Pump., Thana:-Bhaktinagar, P.O. :-Salugara ,District:-Jalpaiguri, WEST BENGAL, India, , By Caste
  - 3. Sri Ashok Kumar Periwal, son of Sri Surendra Kumar Periwal, 3rd Mile, Sevoke Road, Opp Sona Petrol Pump,, Thana:-Bhaktinagar, P.O. :-Salugara ,District:-Jalpaiguri, WEST BENGAL, India, . By Caste
  - 4. Smt Asha Devi Periwal, wife of Sri Ashok Kumar Periwal , 3rd Mile, Sevoke Road, Opp Sona Petroi Pump., Thana:-Bhaktinagar, P.O. :-Salugara ,District:-Jalpaiguri, WEST BENGAL, India, , By Caste
  - 5. Sri Om Prakash Periwal, son of Sri Gajananda Periwal, 3rd Mile, Sevoke Road, Opp Sona Petro! Pump., Thana:-Bhaktinagar, P.O. :-Salugara ,District:-Jalpaiguri, WEST BENGAL, India, , By Caste
  - 6. Smt Sumitra Devi Periwal, wife of Sri Om Prakash Periwal, 3rd Mile, Sevoke Road, Opp Sona Petrol Pump, Thana:-Bhaktinagar, P.O. :-Salugara ,District:-Jalpaiguri, WEST BENGAL, India, , By Caste
  - 7. Sri Rajesh Kumar Periwal, son of Sri Om Prakash Periwal, 3rd Mile, Sevoke Road, Opp Sona Petrol Pump., Thana:-Bhaktinagar, P.O. :-Salugara ,District:-Jalpaiguri, WEST BENGAL, India, , By Caste Hindu, By Profession : Business

8. Smt Ritu Periwal, wife of Sri Rajesh Kumar Periwal, 3rd Mile, Sevoke Road, Opp Sona Petrol Pump, Thana:-Bhaktinagar, P.O.:-Saluga B. District:-Jalpaiguri, WEST BENGAL, India, , By Caste Hindu, By

Profession: House wife

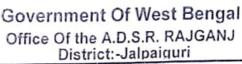
Additional Dist. Sub-Registral Rajganj, Jahaiguri

1 0 MAY 2312

( Narayan Chandra Saha ) ADDITIONAL DISTRICT SUB-REGISTRAR

10/05/2012 18:44:00

EndorsementPage 1 of 2



#### Endorsement For Deed Number: I - 03747 of 2012 (Serial No. 03716 of 2012)

Identified By Rupai Roy, son of Prashanta Kr Roy, Ramkishan Road, Thana:-Siliguri, P.O. :-Siliguri ,District:-Darjeeling, WEST BENGAL, India, , By Caste: Hindu, By Profession: Others.

> ( Narayan Chandra Saha ) ADDITIONAL DISTRICT SUB-REGISTRAR

#### On 10/05/2012

# 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. 0.00/-, on 10/05/2012

Amount by Draft

Rs. 18689/- is paid, by the draft number 0201869562, Draft Date 28/03/2012, Bank Name State Bank of India, KHAPRAIL CANTONMENT AREA, received on 10/05/2012

( Under Article : A(1) = 18689/- on 10/05/2012 )

# 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.-16,99,884/-

Certified that the required stamp duty of this document is Rs.- 84994 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

. . .

#### Deficit stamp duty

Deficit stamp duty

- 1. Rs. 40000/- is paid, by the draft number 0251548475, Draft Date 28/04/2012, Bank Name State Bank of India, SILIGURI, received on 10/05/2012
- 2. Rs. 40000/- is paid, by the draft number 0251548476, Draft Date 28/04/2012, Bank Name State Bank of India, SILIGURI, received on 10/05/2012

Narayan Chandra Saha) DDITIONAL DISTRICT SUB-REGISTRAR Additional Disk Sus Rajganj, Jelpoissari

1 0 MAY 2312

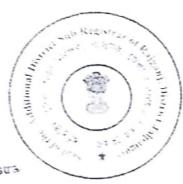
( Narayan Chandra Saha ) ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 2 of 2

10/05/2012 18:44:00

### Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 11 Page from 3498 to 3519 being No 03747 for the year 2012.



Raidani, Jaipaloria

(Narayan Chandra Saha) 14-May-2012 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A.D.S.R. RAJGANJ West Bengal

