T-108/2012



পশ্চিমারুগ पश्चिम बंगाल WEST BENGAL

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Suraj Buildcon Pvt. Ltd

Sung & Director

NNO 13186	Date 26.6.2019
PLIRCHASER S. X.	AgarDal
Full Address Silia	um ·
Total Value 10	
Stamp Purchased from J	PG Treasury-1

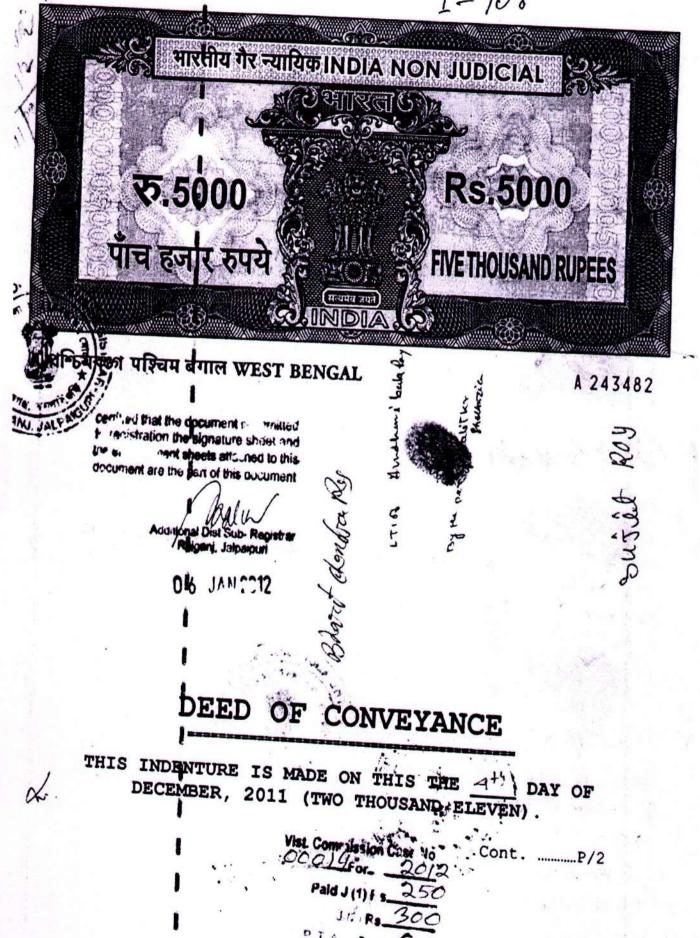
STAMP VENDOR

JAYA RANI DAS

Licence No.1 of 99-2000

Addi.DSR Office, Rajganj, Jaluaiguri





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TOTAL CONSIDERATION : Rs.5,40,000/-

AREA OF LAND

: 6 KATHAS

R.S. PLOT NO.

: 99/312

R.S. KHATIAN NO.

: 33/1

J.L. NO.

: 02

SHEET NO.

: 05

MOUZA

: DABGRAM

PARAGANA

: BAIKUNTHAPUR

POLICE STATION

: BHAKTINAGAR

DISTRICT

: JALPAIGURI

WITHIN THE AREA OF SILIGURI. MUNICIPAL CORPORATION

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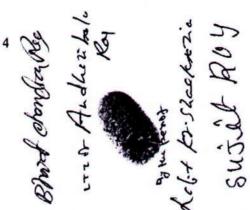


- 1. SRI BHARAT ROY @ BHARAT CHONDRA ROY, S/o Late Jaydhar Singh @ Jaydhar Chandra Roy, (PAN: AKEPR 9447A)
- 2.SMT ANDHARI BALA ROY W/o Shyamal Ray, D/O Late Jaydhar Singh @ Jaydhar Chandra Roy
- 3. SRI SUJIT ROY @ SANJIT ROY S/o Sri Santosh Roy.

All Hindu by religion, Indian By Nationality, No.1 and and No.2 Housewife by occupation, No.1 3 Business Resident of Salugara (Angshik), Dabgram, No.2 Chayanpara (Ray Kaloni) P.S Bhaktinagar. District of Jalpaiguri and No.3 of Simbulbari, P.O & P.S. Matigara in the District of Darjeeling State of West Bengal --- hereinafter jointly collectively called the FIRST PARTY/VENDORS (which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, administrators, representatives successors, assigns) of the ONE PART.

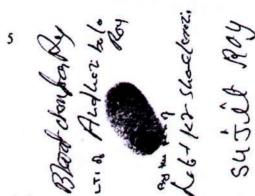
AND-

SURAJ BUILDCON PRIVATE LIMITED (PAN: AAMCS 3317F) a Limited Company incorporated under Private provision of Companies Act 1956 bearing certificate of Incorporation No. U45400WB2007PTC115248 having Office at 2 1/2 Mile, Sevoke Road, P.O Sevoke Road, P.S Bhaktinagar in the District of Jalpaiguri in the State West Bengal ---; hereinafter called SECOND PARTY/PURCHASER (which expression shall mean include unless excluded by or repugnant to the context its Directors, office bearers, executors, successors, administrators, representatives and assigns) of the SECOND PART represented by one of its Director duly authorised for this purpose SRI .- ASHOK KUMAR AGARWAL S/o Late Ram Kumar Agarwal Hindu by religion, Indian by Nationality, Director of the above named Company by occupation, resident of Green Valley Apartments, P.O. Sevoke Road, P.S Bhaktinagar District Jalpaiguri in the State of West Bengal.



#### WHEREAS:

- A. The Vendors herein have held out, represented before and assured the Purchaser and warranted in favour of the Purchaser inter alia, as follows:
- i) That the Vendors herein are seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner/raiyat to ALL THOSE several pieces and parcels of land, all recorded as "Sahari", containing land measuring 4.94 acres comprising of Plot No.99/312 recorded in R.S. Khatian No.33/1 (recorded in name of JAYDHAR SINGH @ JAYDHAR CHANDRA ROY) in Mouza Dabgram, J.L. No.2. under Police Station Bhaktinagar, under Siliguri Municipal Corporation in the District of Jalpaiguri including the land as more fully described in the SCHEDULE hereunder written (and hereinafter for the sake of brevity referred to as "the said Landed Property") absolutely and forever;
- ii) That the above named vendors No.1 SRI BHARAT ROY @ BHARAT CHONDRA ROY and 2 SMT ANDHARI BALA ROY along with their sister PRATIBHASI ROY inherited the aforesaid landed property after the demise of their father JAYDHAR SINGH @ JAYDHAR CHANDRA ROY who died on 27-08-2002.
- iii) That the above named PRATIBHASI ROY also died intestate leaving behind her only son SUJIT ROY @ SANJIT ROY as her only legal heir to inherit her undivided share in the said landed property.
- As such the vendors hereof became the sole, absolute and exclusive owners of the aforesaid landed property by virtue of inheritance after the demise of JAYDHAR SINGH @ JAYDHAR CHANDRA ROY.
- iv) That the said Landed Property, is free from all encumbrances, mortgages, charges, liens, lispendens, cases, vestings, attachments, trusts, uses, debutters, tenancies, leases, occupancy rights restrictions, restrictive covenants, bargadars, bhagchasis, acquisitions, requisitions, alignments and liabilities whatsoever or howsoever;



v) That the Vendors have duly made payment of the Khajana in respect of the said Landed Property;

vi) That no part or portion of the said Landed Property has ever 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 landed property nor is there any case pending under such Acts or Statutes;

vii) That the Vendors have 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 Landed Property, nor did the predecessors-in-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 Landed Property;

viii) That the said Landed Property or any portion thereof is not affected by any notice or scheme or alignment of any Development Authority or the Government or any other Public Body or Authority;

ix) That no declaration has been made or published for acquisition or requisition of the said Landed Property or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said Landed Property or any portion thereof is not affected by any notice of acquisition or requisition or alignment under any act or case whatsoever;

thereof is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demand Recovery Act or any other Acts or Case or otherwise whatsoever or howsoever and there is no Certificate case or proceeding against the Vendors or any of them for realization of taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force;

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- h) any right of any person under any agreement or otherwise,
- i) any burden or obligation other than payment of Khajana/Revenue,
- j) any other encumbrance of any kind whatsoever or any decree or order including any injunction or propitiatory order;
- В. The Vendors being in urgent need of money approached the Purchaser and offered to sell, transfer, convey, assign and assure All That piece and parcel of the said Landed Property to the Purchaser and relying on amongst others the representations, assurances, declarations and confirmations made and/or given by the Vendors and believing the same to be true and correct and acting on faith thereof, the Purchaser agreed to purchase and acquire the said landed property from the Vendors absolutely and forever free from encumbrances, mortgages, charges, liens, lispendens, attachments, trust uses, debutters, tenancies, leases occupancy rights, restrictions, restrictive covenants, bargadars, bhagchasis, acquisitions, requisitions, alignments, claims, demands and liabilities whatsoever or howsoever for the consideration and on the terms and conditions mutually agreed upon, by and between the parties hereto.
- C. The Purchaser has at or before execution of this deed of conveyance paid to the Vendors the entire amount of the said mutually agreed consideration and has called upon the Vendors to grant this conveyance in favour of the Purchaser.

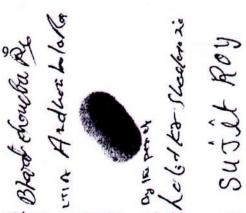
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, Joseph Johnson

Suraj Buildcon Pvt. Ltd

Director

2.



AND all the Raiyati and other estate right, interest, use, trust, property, claim and whatsoever both at law or in equity of the Vendors into out of or upon the properties benefits, advantages and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be TOGETHER WITH all deeds, pattahs, muniments writings and evidences of title in anywise relating to or connected with the said landed property or any part thereof which now are or is or hereafter may be in possession power custody or control of the Vendors or any person or persons from whom the Vendors may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the same unto and to the use of the Purchaser absolutely and forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of condition use trust or other thing whatsoever to alter defeat, encumber or make void the same and free from all encumbrances, mortgages, charges, liens, lispendens, attachments, trusts, uses, debutters, tenancies, leases, occupancy rights, restrictions, restrictive, covenants, bhagchasis, .. acquisitions, requisitions, alignments, claims, demands and liabilities whatsoever or howsoever.

## II. THE VENDORS DO HEREBY COVENANT WITH THE PURCHASER as follows:

(i) THAT notwithstanding any act, deed, matter or thing by the Vendors done committed executed or knowingly permitted or suffered to the contrary the Vendors are now lawfully, rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the properties benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be without any manner of encumbrances, charges, conditions, uses, trusts or any other thing whatsoever to alter, defeat, encumber or make void the same;



(ii) AND THAT the Vendors have not at any time done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby the properties benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be or any part thereof can or may be impeached encumbered or affected in title;

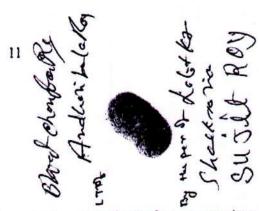
(iii) AND THAT notwithstanding any act deed or thing whatsoever done as aforesaid the Vendors have good right, full power and absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure all the properties benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid according to the true intent and meaning of these presents;

(iv) AND THAT the properties benefits, advantages and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be now are free from all encumbrances, mortgages, charges, liens, lispendens, attachments, trusts, uses debutters, tenancies, leases, occupancy rights, restrictions, restrictive covenants, . . bargadars, bhagchasis, acquisitions, requisitions, . . . alignments, claims, demands and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully rightfully or equitably claiming any estate or interest therein through under or in trust for the Vendors or the Vendors' predecessors-in-title.

(v) AND THAT the Purchaser shall or may at all times hereafter peaceably and quietly hold use possess and enjoy the properties benefits and right's hereby granted sold, conveyed, transferred, assigned and assured or expressed or intended so to be and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendors or any person or persons having or lawfully rightfully or equitably claiming as aforesaid and free,

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Sand A. Sand Director



clear, freely and clearly and absolutely acquitted, exonerated and discharged from or by the Vendors and all person or persons having or lawfully rightfully or equitably claiming as aforesaid and effectually saved defended kept harmless and indemnified of from and against all manner of former and other estate right, title, interest, charges, mortgages, leases, tenancies, restrictions, restrictive encumbrances, liens, attachments, lispendens, uses debutters trusts, bhagchasis, acquisition, requisition, bargadars, alignment, claims, demands and liabilities whatsoever or howsoever created by the Vendors or any person or persons claiming as aforesaid.

(vi) AND THAT the Vendors and all person or persons having or lawfully rightfully or equitably claiming any estate or interest in the properties benefits and rights hereby granted sold, conveyed, transferred, assigned and assured or expressed or intended so to be through under or in trust for the Vendors or the Vendor's predecessors-in-title shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts deeds and things for further better and more perfectly assuring properties benefits and rights hereby granted sold, conveyed, transferred; assigned and assured or expressed or intended so to be unto and Purchaser in the manner aforesaid as shall reasonably be required by the Purchaser.

. (vii) AND THAT the Vendors shall from time to time and at all times hereafter unless prevented by fire or other inevitable accident upon every reasonable requests and at the costs and expenses of the Purchaser produce or cause to be produced to the Purchaser or its agent or agents or any person for persons as the Purchaser may direct or appoint or in any suit or proceeding or otherwise the documents-of-title relating to the properties benefits' and rights hereby granted, sold, conveyed, transferred, assigned and assured or

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expressed or intended so to be, which shall not have been expressly found to be delivered by the Vendors to the Purchaser and will permit such documents-of-title to be examined, inspected and given in evidence and will also at the like requests and costs make and furnish such true or attested or otherwise copies of or extracts or abstracts from such documents of title as may be required by the Purchaser and will at all times hereafter keep such documents-of-title safe unobliterated and uncancelled.

(ix) AND ALSO THAT the Vendors at all times hereafter indemnify and keep saved harmless and indemnified the Purchaser and the Purchaser's successors or successors in title and interest against all losses, damages, costs, charges, expenses, claims, demands consequences if any suffered by the Purchaser or the Purchaser's successors or successors title in interest by reason of any defect in the title of the Vendors to the properties benefits and rights hereby granted, sold, conveyed, transferred, assigned assured or expressed or intended so to be or by reason any of the representations, declarations assurances made and/or given by the Vendors to the Purchaser being found to be untrue, incorrect, false or misleading.

# III. AND THE VENDORS DO HEREBY FURTHER DECLARE AND ASSURE THE PURCHASER as follows:

i) THAT the Vendors are and shall always be liable for payment of all arrears of rates, taxes, khajana, land revenue and other outgoings and impositions payable in respect of the properties benefits and rights hereby granted sold, conveyed, transferred, assigned and assured or expressed or intended so to be for the period upto 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

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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 non-payment or delay in payment thereof;

- ii) AND THAT there is no Bargadar or Bhag Chasi in the properties benefits and rights hereby granted sold, conveyed, transferred, assigned and assured or expressed or intended so to be or in any part thereof;
- iii) AND THAT the Vendors have duly complied with all provisions of the West Bengal Land Reforms Act, 1955 before offering the said landed property to the Purchaser and the Vendors do hereby further agree, covenant and undertake to indemnify to keep saved harmless and indemnified the Purchaser herein against all claims, demands, injury, lis or any other harmful action against the Purchaser by any person claiming any right on the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be.
- iv) AND THAT the Vendors shall sign, execute and deliver all papers, documents, instruments and writings and assist in all manner as may be required by the Purchaser herein from time to time for having the name of the Purchaser mutated in respect of the said landed property hereby sold and conveyed;

## THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of Vacant land measuring about 6 (Six) Kathas appertaining to and forming part of the R.S. Plot No. 99/312 (Nine Nine by Three One Two) of Sheet No. 5 (Five) recorded in R.S. Khatian No. 33/1 (Three Three by One) of Mouza Dabgram, J.L. No. 2 (Two), Pargana - Baikunthapur, under Police Station Bhaktinagar in the District of Jalpaiguri. Classification of land: Bastu Sahari.

2.

Land as mentioned above hereby sold by the Vendor is delineated by red line in the plan annexed herewith and is butted and bounded as follows:

BY THE NORTH: LAND OF R.S. PLOT NO.313,

BY THE SOUTH: LAND OF THE VENDORS SOLD TODAY TO THE

PURCHASER,

BY THE EAST : LAND OF THE VENDORS SOLD TODAY TO THE

PURCHASER,

BY THE WEST : LAND OF VENDORS SOLD TODAY TO THE

PURCHASER AND PLOT NO.319 & 320,

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

WITNESESS: -

1. Privilip Bhogal
Sho ugrim Bhogal
Jeguti mogar
P.o. Seyoke Road
Diste: Jalpaigai

Board Hondre By

And Lot 1 Kr. Shallser

Sutil ROY
VENDORS

25-145001 (27 219 T)

GET SAM CACHMKTUPING (1)

GIRLING CONTRICTION (1)

CITCH SECTION (1) (1)

CITCHING CONTRICTION (1)

JUGAL SANGHAI Advocate/ Siliguri Reg. no.F/67/37 OF 2011 Suraj Buildcon Pvt. Ltd

Director

### MEMO OF RECEIPT

Rs.5,40,000/-

RECEIVED of and from the named **PURCHASER** within Rs.5,40,000/-(Rupees Lakhs Forty Thousand) only named by within VENDORS the within mentioned sum Rs.5,40,000/-(Rupees Five Lakhs Forty Thousand) paid by PURCHASER to the VENDORS in respect of the landed conveyed property memo of herein as per consideration given below.As per the instruction of the vendors payment has been made in of the vendor name no.1 hereof Sri Bharat Roy @Bharat Chondra Roy.

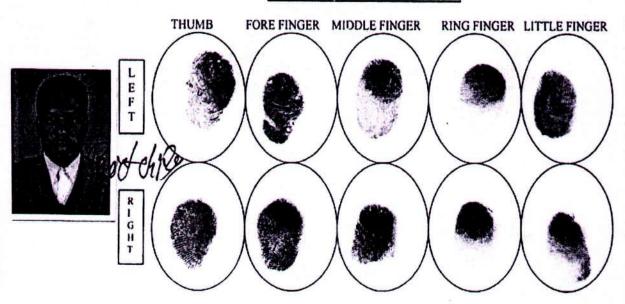
#### MEMO OF CONSIDERATION:

RTGS/Bankers ch	eque Date	Amount
SBINH1353319095	19.12.11	10,00,000/-
•		
SBINH1353316542	19.12.11	10,00,000/-
195869	19.12.11	1,60,000/- 21,60,000/-
		is paid for
	SBINH1353319095 SBINH1353316542 195869 foresaid amount	SBINH1353319095 19.12.11 SBINH1353316542 19.12.11

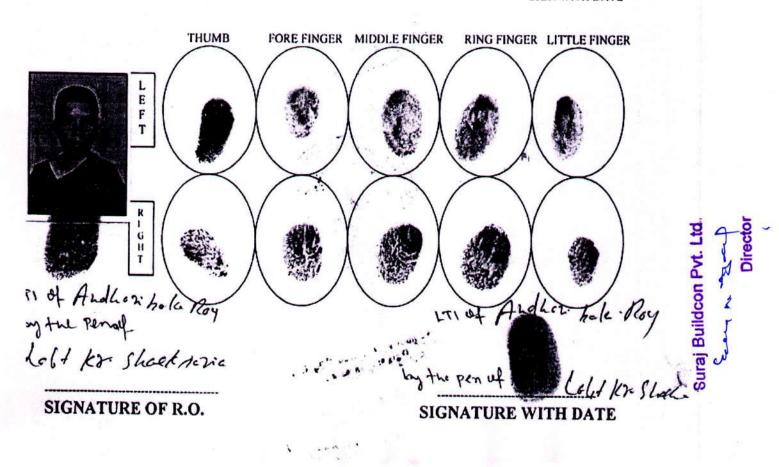
Brening Libt Ko Sheeling

Suzit Roy

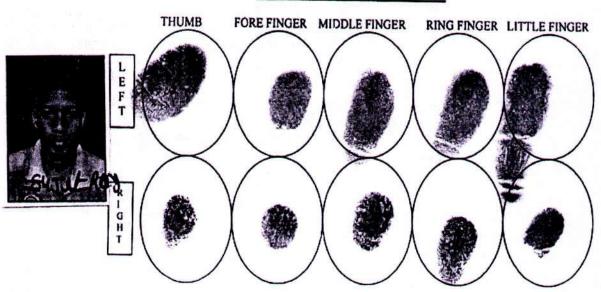
## **FINGER IMPRESSION**



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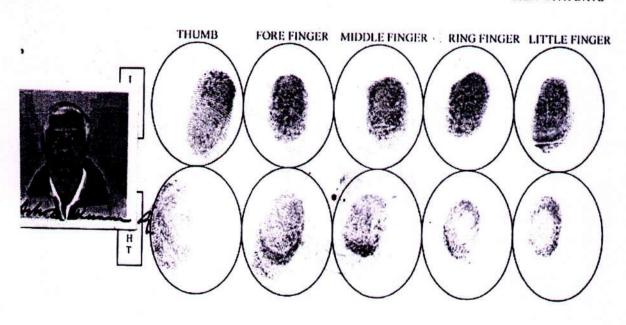


## FINGER IMPRESSION



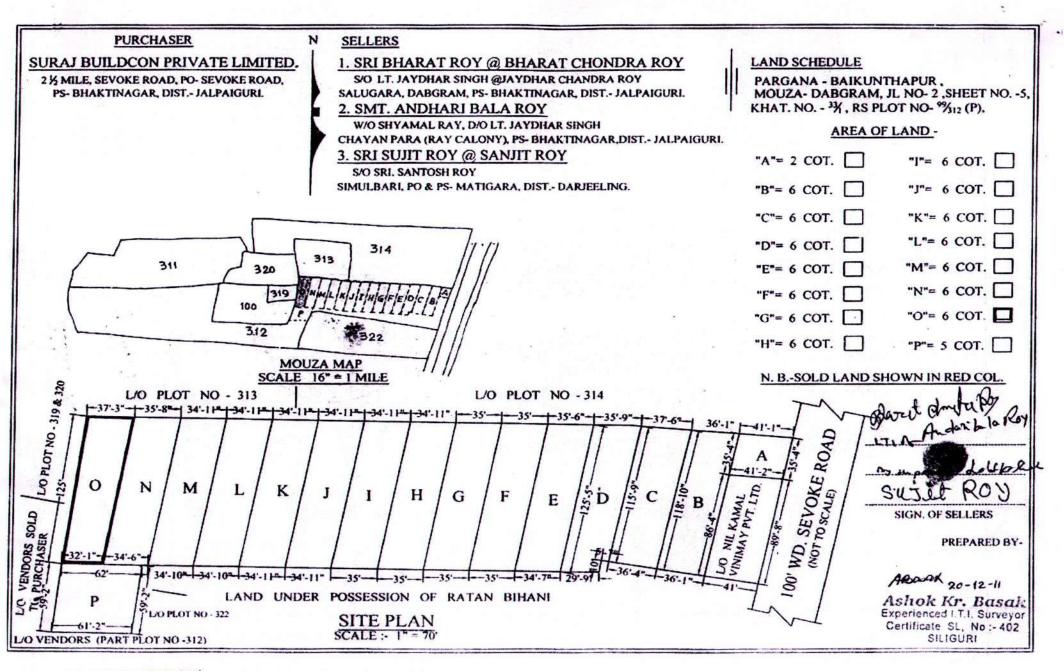
suset Roy

SIGN WITH DATE



SIGNATURE OF R.O.

SIGNATURE WITH DATE





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

# Endorsement For Deed Number : I - 00108 of 2012 (Serial No. 00107 of 2012)

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/-, on 06/01/2012

Amount by Draft

Rs. 25290/- is paid , by the draft number 195804, Draft Date 16/12/2011, Bank Name State Bank of India, COMMERCIAL BR, SILIGURI, received on 06/01/2012

( Under Article : A(1) = 25290/- on 06/01/2012 )

#### Deficit stamp duty

Deficit stamp duty Rs. 132950/- is paid, by the draft number 195776, Draft Date 15/12/2011, Bank Name State Bank of India, COMMERCIAL BR, SILIGURI, received on 06/01/2012

( Narayan Chandra Saha )
ADDITIONAL DISTRICT SUB-REGISTRAR

CONTRACTOR OF THE PARTY OF THE

Additional Dist Sub-Registrar Raiganj, Jalpaiguri

U (Narayan Chandra Saha ) ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 2 of 2

Buildcon Pvt. Ltd

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

Registered in Book - I CD Volume number 1 Page from 1723 to 1744 being No 00108 for the year 2012.



(bein)

(Narayan Chandra Saha) 06-January-2012 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A.D.S.R. RAJGANJ West Bengal

Certified to be a true copy

Digitally signed by JIBAN KRISHNA DAS Date: 2015.06.16 12:48:02 +05:30

Reason: Digitally e-Signing the Completion Certificate of the Deed.

Sub-Registra Rajganj, Jalparguri

Suraj Buildcon Pvt. Ltd

Director