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Additional Dist Sub-Registrar Raigani, Jalpaiguri

11 6 MAY 2013

OF CONVEYANCE

OF MAY 2013 (TWO THOUSAND AND THIRTEEN).

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Rajganj, Jalpaiguri

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TOTAL CONSIDERATION : Rs. 10,51,417/-

AREA OF LAND : 1 KATHA 9 CHHATAKS 22

SQ. FT.

PLOT NO. : 549

KHATIAN NO. : 98/1

SHEET NO. : 08

J.L. NO. : 02

MOUZA : DABGRAM

PARAGANA : BAIKUNTHAPUR

POLICE STATION . : BHAKTINAGAR

DISTRICT : JALPAIGURI

WITHIN THE AREA OF SILIGURI MUNICIPAL CORPORATION

Cont.p/3

BETWEEN

SRI SUSHIL KUMAR MITRUKA S/o Sri Neem Chand Mitruka, Hindu by religion, Indian by Nationality, Business by occupation, Resident of Mitruka Lane, Nehru Road, P.O. & P.S. Siliguri in the District of Darjeeling --- hereinafter called the FIRST PARTY/VENDOR (which expression shall mean and include unless excluded by or repugnant to the context his heirs executors, successors, administrators, representatives and assigns) of the ONE PART.

PAN : ACCPA 9340F

AND

JANKIRAM HIRISE PRIVATE LIMITED (PAN : AACCJ 9707C) A Private Limited Company incorporated under the provision of the Companies Act 1956, bearing certificate of Incorporation No. U70102WB2012PTC188637 of 2012 having its registered Office at 7, Ganesh Chandra Avenue, hereinafter called the Kolkata PARTY/PURCHASER (which expression shall mean include unless excluded by or repugnant to the context bearers, executors, successors, office administrators, representatives and assigns) of the OTHER PART represented by one of its Director duly authorize for this purpose SRI ANUP GOPIKISHAN SARAOGI S/o Sri Gopikishan Gajanand Saraogi, Hindu by religion, Indian by Nationality, Director of the above named Company by profession, resident of Station Road, Kalchini Tea Estate, P.S. Kalchini in the District of Jalpaiguri.

AND

WHEREAS one HIM BAHADUR GHOLE acquired a piece and parcel of land measuring 10 Katha 13 Chhataks appertaining to and forming part of Plot No. 549 & 540/1006 of Sheet No. 8 recorded in Khatian No. 98/1 of Mouza - Dabgram in the District of Jalpaiguri by virtue of a Deed of Conveyance executed by TEPERU DAS and registered at the Office of the Additional District Sub - Registrar, Jalpaiguri and Recorded in Book No. I, being Document No. 3108 for the year of 1992.

AND

WHEREAS one ARUN KUMAR GHOSH acquired a piece and parcel of land measuring 10 Katha 13 Chhataks appertaining to and forming part of Plot No. 549 & 540/1006 of Sheet No. 8 recorded in Khatian No. 98/1 of Mouza - Dabgram in the District of Jalpaiguri by virtue of a Deed of Conveyance executed by HIM BAHADUR GHOLE and registered at the Office of the Additional District Sub - Registrar, Jalpaiguri and Recorded in Book No. I, Volume No. 34, Pages 13 to 16, being Document No. 3128 for the year of 1992.

AND

WHEREAS one DIPA CHANDA acquired a piece and parcel of land measuring 4 Katha appertaining to and forming part of Plot No. 549 of Sheet No. 8 recorded in Khatian No. 98/1 of Mouza - Dabgram in the District of Jalpaiguri by virtue of a Deed of Conveyance executed by ARUN KUMAR GHOSH and registered at the Office of the Additional District Sub - Registrar, Jalpaiguri and Recorded in Book No. I, Volume No. 40, Pages 201 to 204, being Document No. 3666 for the year of 1994.

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AND

WHEREAS vendor hereof SRI SUSHIL KUMAR MITRUKA acquired a piece and parcel of land measuring 1 Katha 9 Chhataks 22 Sq. Ft. appertaining to and forming part of Plot No. 549 of Sheet No. 8 recorded in Khatian No. 98/1 of Mouza - Dabgram in the District of Jalpaiguri by virtue of a Deed of conveyance executed by DIPA CHANDA and registered at the Office of the Additional District Sub - Registrar, Rajganj and Recorded in Book No. I, CD Volume No. 5, Pages 3130 to 3145, being Document No. 1271 for the year of 2011.

AND

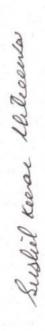
WHEREAS since purchase vendor hereof is in actual Khas and physical possession of all that piece and parcel of land as fully described in the schedule below without any objection, interruption, claim, demand, whatsoever from any other person and as such the Vendor become sole, absolute and exclusive owner-in-possession of the said land and has got right, title and interest having permanent heritable and transferable interest therein.

AND

WHEREAS Vendor hereof being in need of fund for acquiring more profitable properties and for other purposes has offered to sale all that piece and parcel of land as more fully described in the Schedule below.

AND

WHEREAS the Purchaser being in need of land has accepted the offer of the first party and has offered and agreed to purchase the land as fully described in the schedule below for Rs. 10,51,417/- (Rupees Ten Lakhs Fifty One Thousand Four Hundred Seventeen) only, free from all encumbrances whatsoever.



AND

WHEREAS the Vendor has accepted the price so offered by the Purchaser as fair and reasonable price in view of the prevailing highest market rate of land and has agreed to sale the land more fully described in the schedule below for Rs. 10,51,417/- (Rupees Ten Lakhs Fifty One Thousand Four Hundred Seventeen) 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. 10,51,417/- (Rupees Ten Lakhs Fifty One Thousand Four Hundred Seventeen) only, paid by Cash/Cheque/Draft by the purchaser to the Vendor (the receipt whereof the vendor does hereby acknowledge and grant full discharge to the purchaser from payment thereof) the Vendor does hereby grant, convey, assign and transfer unto and in favour of the purchaser the aforesaid land as 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.

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AND the Vendor hereby covenanted with the purchaser that the interest which the vendor professes to transfer subsists and the Vendor has 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 Vendor or any person claiming under him 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 required.

IT is further covenanted that the land described in the schedule below are hold by the vendor has 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 those presents and in the event of discovery of any such charge, mortgage, attachment or any other encumbrances whatsoever the vendor 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 have to sustain in consequence thereof.

THE Vendor further covenant 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 Vendor shall be liable to indemnify the Purchaser for any loss resulting from any such non-payment, non-observance and non-performance as aforesaid.

THE Vendor further declares that the entire land forming subject matter of the present conveyance was in Khas and actual possession of the Vendor 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 Vendor 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.

Vendor has not entered into any binding contract with any other person whatsoever to sell or to transfer otherwise the said land conveyed by those presents or intended so to be or any part thereof and that there subsists no such contract of sale or transfer existing with respect to the aforesaid 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 Vendor shall be liable to be dealt with according to law for false recital 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 1 (One) Katha 9 (Nine) Chhataks 22 (Two Two) Sq. Ft. appertaining to and forming part of Plot No. 549 (Five Four Nine) of Sheet No. 8 (Eight) recorded in Khatian No. 98/1 (Nine Eight by One) of Mouza - Dabgram, J.L. No. 2 (Two) situates within the area of Siliguri Municipal Corporation, Pargana - Baikunthapur, P.S. Bhaktinagar in the District of Jalpaiguri. Classification of Land: Bastu/Dahala.

Aforesaid land is butted and bounded as follows:

BY THE NORTH: 18'-0" WIDE KUTCHA ROAD,

BY THE SOUTH : LAND OF PLOT NO. 1005 & 1003,

BY THE EAST : LAND OF PURCHASER,

BY THE WEST : LAND OF VENDOR SOLD TO PURCHASER,

IN WITNESS WHEREOF the Vendor does hereunto set his respective hands on the Day, Month and Year first above written.

WITNESSES: -

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M. F. Rozd,
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2. Sight Rey 8/0-Sn: Soutosch Lay Thokumoeger-D Dist Julpinen

Drafted by me and printed at my office.

Rajesh Kuman Agarwal ADVOCATE/SILIGURI Reg. No.WB/73/97

MEMO OF RECEIPT

1 1 10 4 Car 150 And

Rs. 10,51,417/-

RECEIVED of and from the within named PURCHASER Rs. 10,51,417/- (Rupees Ten Lakhs Fifty One Thousand Four Hundred Seventeen) only by within named VENDOR the within sum of Rs. 10,51,417/- (Rupees Ten Lakhs Fifty One Thousand Four Hundred Seventeen) only, paid by Cash the PURCHASER to the VENDOR in respect of the property conveyed herein.

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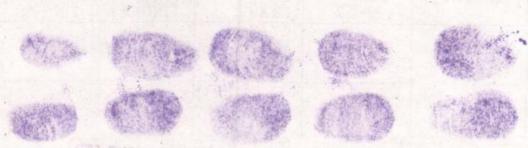


Rajganj, Jaipaigun

15 MAY 2013

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Additional Dist. Sub-Registration Rajganj, Jalpaigun

1 5 MAY 2013



Government Of West Bengal

Office Of the A.D.S.R. RAJGANJ District:-Jalpaiguri

Endorsement For Deed Number: I - 05195 of 2013 (Serial No. 05247 of 2013 and Query No. L000009790 of 2013)

On 15/05/2013

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

Presented for registration at 20.55 hrs on :15/05/2013, at the Private residence by Sri Sushill Kumar Mitruka Executant.

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

Execution is admitted on 15/05/2013 by

 Sri Sushil Kumar Mitruka, son of Sri Neem Chand Mitruka, Mitruka Lane Nehru Road, Thana:-Siliguri, P.O.:-Siliguri, District:-Darjeeling, WEST BENGAL, India, , By Caste Hindu, By Profession: Business

Identified By Rajesh Kr Agarwal, son of Sri Madan Kr Agarwal, M. K. Road, Thana:-Siliguri, P.O.:-Khal Para, District:-Darjeeling, WEST BENGAL, India, , By Caste: Hindu, By Profession: Others

(Narayan Chandra Saha) ADDITIONAL DISTRICT SUB-REGISTRAR

On 16/05/2013

Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule JA, 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 Draft

Rs. 11561/- is paid, by the draft number 743617, Draft Date 06/05/2013, Bank Name State Bank of India, SILIGURI, received on 16/05/2013

(Under Article : A(1) = 11561/- on 16/05/2013)

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.-10,51,417/-

Certified that the required stamp duty of this document is Rs.- 63085 /- and the Stamp duty paid as. Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty

1. Rs. 29090/- is paid, by the draft number 743618, Draft Date 06/05/2013, Bank: State Bank of India. SILIGURI, received on 16/05/2013

2. Rs. 29000/- is paid, by the draft number 743625, Draft Date 06/05/2013, Bank, State Bank of India.

Kaditional Dist. Sub-Registra

(Narayan Chandra Saha)
ADDITIONAL DISTRICT SUB-REGISTRAR

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EndorsementPage 1 of 2

16/05/2013 17:58:00



Government Of West Bengal

Office Of the A.D.S.R. RAJGANJ District:-Jalpaiguri

Endorsement For Deed Number : I - 05195 of 2013 (Serial No. 05247 of 2013 and Query No. L000009790 of 2013)

(Narayan Chandra Saha)
ADDITIONAL DISTRICT SUB-REGISTRAR





additional Dist. Sub-Registral Raigani, Jalpaiguri

16 MAY 2013

(Narayan Chandra Saha)
ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 2 of 2



Additional Dist Sub-Registra Raigani, Jalpaiguri

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