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I-4136/11

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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

A 159974



Certified that the document is admitted to registration. The signature sheet and the endorsement sheets attached to this document are the part of this document

Additional Dist Sub-Registrar
Rajganj, Jalpaiguri

24 JUN 2011

Handwritten signature and notes in Bengali script.

DEED OF CONVEYANCE

Contd. /2

State Commission fees Rs. 01066 for 2011
 Fees Paid- J(1) Rs. 250
 J(2) Rs. 120
 P.T.A. Rs. 36

Total Rs 406 -

add. Dist. Sub-Registrar

Handwritten signature: R.K. Ag. Advt. 1/4

*Filed in recording office
in office*



THIS DEED OF CONVEYANCE MADE ON THIS
THE
22nd DAY OF JUNE
TWO THOUSAND ELEVEN

BETWEEN

Contd. /3

*Row. Ag
Adm. Stp*

Consideration : Rs.7,70,000/-
 Area : 7 Kathas
 Plot No. : 5/713
 Khatian No : 96/1
 Sheet No. : 8
 J. L. No. : 2
 Mouza : Dabgram
 P.S. : Bhaktinagar
 Dist. : Jalpaiguri
 Within Ward No. 43 of Siliguri Municipal Corporation

MAINAK NIRMAN PRIVATE LIMITED (Having Pan No. AAECM 2342 J), a Company registered under the Companies Act 1956, having its Office at 173/221, Bidhan Market, Siliguri, P.O. & P. S. Siliguri, Dist. Darjeeling, represented by one of its Director **SRI NIRMAL KUMAR GIDRA S/O SRI OMPRAKASH GIDRA**, 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

SMT. BHARATI ROY (Having Pan No. AZBPR 9000 K) W/O LATE KABILI ROY AND DAUGHTER OF LATE AKAL SINGH ROY, Hindu by religion, Housewife by occupation, Indian by Citizenship, residing at Veiki Para, P.O. Sahudangihat, P.S. Bhaktinagar, Dist. Jalpaiguri, hereinafter called the **VENDOR** (which expression shall mean and include unless excluded by or repugnant to the context her legal heirs, successors, executors, administrators, legal representatives and /or assigns) of the **OTHER PART.**

Contd. /4

R. U. Ag
Adyok

Handwritten notes in the top right corner: "R. L. No. 42" and "B. S. No. 124" written vertically.



WHEREAS one Akal Singh Roy S/o Late Kendal Singh acquired the vacant land, appertaining to and forming part of Plot No. 5/713, recorded in Khatian No. 96/1, of Mouza - Dabgram, Pargana-Baikunthapur, J. L. No. 2, Sheet No. 8, P. S. Bhaktinagar, Dist - Jalpaiguri, by virtue of Deed of Sale being No. 4453, Dt. 23/05/1968, recorded in Book No. I, Vol. No.46, Pages 30 to 32, for the year 1968, registered in the office of Sadar Joint Sub - Registrar, Jalpaiguri, executed by Sri Khul Singha Roy S/o Late Karbaria Roy, residing at Dabgram, P.S. Bhaktinagar, Dist. Jalpaiguri.

AND

WHEREAS one Chumaniswari Roy W/o Late Akal Singh Roy acquired the vacant land, appertaining to and forming part of Plot No. 5/713, recorded in Khatian No. 96/1, of Mouza - Dabgram, Pargana-Baikunthapur, J. L. No. 2, Sheet No. 8, P. S. Bhaktinagar, Dist - Jalpaiguri, by virtue of Deed of Sale being No. 4452, Dt. 23/05/1968, recorded in Book No. I, Vol. No.41, Pages 154 to 156, for the year 1968, registered in the office of Sadar Joint Sub - Registrar, Jalpaiguri, executed by Sri Jirendra Nath Roy, residing at Dabgram, P.S. Bhaktinagar, Dist. Jalpaiguri.

AND

WHEREAS the said Akal Singh Roy S/o Late Kendal Singh, died intestate on 12/01/2006 and his wife Smt. Chumaniswari Roy also expired on dated 09/04/2010, leaving behind him **his two sons namely Sri Dhananjoy Roy and Sri Tibit Kumar Roy @ Sri Tipit Kumar Roy and two daughters namely Smt. Bharati Roy and Smt. Jagasati Roy Chowdhury**, as their only legal heirs and as such they inherited the above mentioned land in equal share as per Hindu Succession Act. 1956.

Handwritten note in the bottom left corner: "R. L. No. 42" and "B. S. No. 124" written diagonally.

AND

WHEREAS at present the legal heirs of Akal Singh Roy and Chumaniswari Roy are in possession of land measuring 115 Kathas, appertaining to and forming part of Plot No. 5/713, recorded in Khatian No. 96/1, of Mouza- Dabgram, Pargana-Baikunthapur, J.L.No. 2, Sheet No. 8, P. S. Bhaktinagar, Dist - Jalpaiguri, having permanent heritable and transferrable right, title and interest therein, free from all encumbrances and charges whatsoever.

AND

WHEREAS in view of the aforesaid facts, the parties hereof have become the Ejmally/joint owners in possession of the said total Ejmally/joint land in proportionate share, mutually understanding between themselves and all of them are agreed to hold the aforesaid Portion of the below schedule land as divided between them, having permanent heritable and transferrable right, title and interest therein, free from all encumbrances and charges whatsoever.

AND

WHEREAS the parties thereof are experiencing various inconveniences and difficulties enjoining the said total Ejmally/Joint land and in order to overcome such inconveniences and difficulties the parties hereof have decided to make an amicable partition by METES AND BOUNDS of the said immoveable properties and have also agreed to execute a proper Partition Deed to record such amicable partition in order to avoid all future disputes and complications, and in making allotment of properties by partition, by virtue of Deed of Partition being No. 4878, Dated 29/09/2010, registered in the office of Addl. Dist. Sub-Registrar, Rajganj, Dist. Jalpaiguri.

Contd. /6

Rajendra
Adhikari



Chumaniswari Roy
Akal Singh Roy

AND

WHEREAS the **VENDOR** hereof, is the sole and absolute owner in possession of vacant land measuring 27.5 Kathas, appertaining to and forming part of Plot No. 5/713, recorded in Khatian No. 96/1, of Mouza - Dabgram, Pargana-Baikunthapur, J. L. No. 2, Sheet No. 8, P. S. Bhaktinagar, Dist - Jalpaiguri, by virtue of Deed of Partition being No. 4878, Dated 29/09/2010, registered in the office of Addl. Dist. Sub-Registrar, Rajganj, Dist. Jalpaiguri, recorded in Book No. I, for the year 2010, having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

AND

WHEREAS the **VENDOR** being in need of money for her developmental plans has decided to sell her land, measuring 7 Kathas, 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 she circulated her 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 **VENDOR** situate, relying on the aforesaid statements of the Vendor, has agreed to purchase the said below scheduled land of the Vendor at or for a price of Rs. 7,70,000/- (Rupees Seven Lacs Seventy Thousand) only, free from all encumbrances and charges whatsoever.

Contd. /7

R. U. Ag
Ady 4/10



Handwritten signature and text in Bengali script, including the name 'R. U. Ag' and a date 'Ady 4/10'.

Handwritten signature and text in the top right corner, including the name "R. W. Ag" and other illegible characters.



7

AND

WHEREAS the **VENDOR** 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. 7,70,000/- (Rupees Seven Lacs Seventy 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 pursuance of the aforesaid offer, acceptance and also in consideration of the sum of Rs. 7,70,000/- (Rupees Seven Lacs Seventy Thousand) only paid today by the Purchaser to the Vendor (the receipt whereof the Vendor do hereby acknowledge and grant full discharge to the Purchaser from the payment thereof), the Vendor, 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 Vendor or any person or persons claiming under her, subject to the payment of rent etc. payable to the Govt. of the State of W.B.

Handwritten notes in the bottom left corner: "R. W. Ag" and "Adm/277".

Contd. /8

Handwritten signature and text, possibly including 'R. W. A. G.' and 'Adv/24'.



The Vendor 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 she has 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 Vendor shall be liable to be dealt with according to Law and shall also be liable to pay the adequate compensation to the Purchaser.

The Vendor 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 Vendor and the Purchaser is deprived of ownership or of possession of the below scheduled land hereby sold or any part thereof in future, the Vendor 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 Vendor do hereby further declare that she 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 Vendor by these presents.

R. W. A. G.
Adv/24



Handwritten signature and text in Odia script, including the word 'ମି' (Mi) and 'ମି' (Mi).

SCHEDULE
(LAND HEREBY SOLD BY THE VENDOR)

All that piece and parcel of vacant land measuring 7 Kathas, appertaining to and forming part of Plot No. **5/713**, recorded in Khatian No. **96/1**, of **Mouza - Dabgram**, Pargana-Baikunthapur, J. L. No. 2, Sheet No. **8**, P. S. Bhaktinagar, Dist - Jalpaiguri, Within Ward No. 43 of Sliiguri Muincipal Corporation.

The aforesaid land is butted and bounded as follows:-

- | | | |
|--------------|---|--|
| By the North | - | Land of Jagaswati Roy sold today to Purchaser. |
| By the South | - | Land of Vendor sold today to Purchaser and Land of Dhananjay Roy & Tibit Kumar Roy & Others. |
| By the East | - | Land of Dhananjay Roy. |
| By the West | - | Land of Vendor sold today to Purchaser. |


Within the aforesaid boundary the Vendor do hereby sold her land measuring 7 Kathas, to the Purchaser as shown in the sketch map delineated with Red Ink Border, is forming part of these presents.

Handwritten signature and text in Odia script, including the word 'ମି' (Mi) and 'ମି' (Mi).

Contd. /10

INWITNESS WHEREOF THE VENDOR, **SMT. BHARATI ROY W/O LATE KABILI ROY AND DAUGHTER OF LATE AKAL SINGH ROY**, has set and subscribed her hand on this Deed of Conveyance on the day, month and the year first above written.

WITNESSES :-

 *Handwritten signature in Bengali script*

SIGNATURE OF THE VENDOR

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

Rajesh Kumar Agarwal
(Rajesh Kumar Agarwal)
Advocate, Siliguri
Enrollment No. F/119/384/98

1. *Handwritten signature in Bengali script*
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2. *Handwritten signature in Bengali script*
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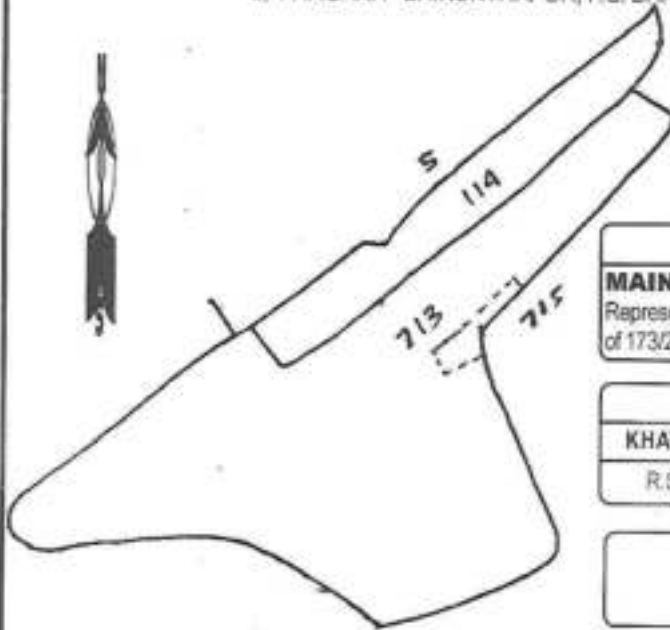
MEMO OF CONSIDERATION

Received with thanks from **MAINAK NIRMAN PRIVATE LIMITED**, a Company registered under the Companies Act 1956, having its Office at 173/221, Bidhan Market, Siliguri, P.O. & P. S. Siliguri, Dist. Darjeeling, a sum of Rs. 7,70,000/- (Rupees Seven Lacs Seventy Thousand), in respect of sale of vacant land measuring 7 Kathas, appertaining to and forming part of Plot No. 5/713, recorded in Khatian No. 96/1, of Mouza - Dabgram, Pargana-Baikunthapur, J. L. No. 2, Sheet No. 8, P. S. Bhaktinagar, Dist - Jalpaiguri, Within Ward No. 43 of Sliiguri Muincipal Corporation.



SIGNATURE OF VENDOR

SKETCH MAP / SITE PLAN SHOWING THE LAND TO BE SOLD OF MOUZA - DABGRAM, J.L. NO. 02, SHEET NO. 8, PARGANA - BAIKUNTHAPUR, P.S. BHAKTINAGAR, DIST. JALPAIGURI.



Part Trace Map of Mouza - DABGRAM, J.L. No. 02
Scale : 16" = 1 Mile.

NAME OF VENDOR :-

SMT. BHARATI ROY

W/O. Late. Kabli Roy
Residen of Velki Para, P.O. Sahudangi Hat, P.S. Bhakti Nagar, Dist. Jalpaiguri.

NAME OF PURCHASER :-

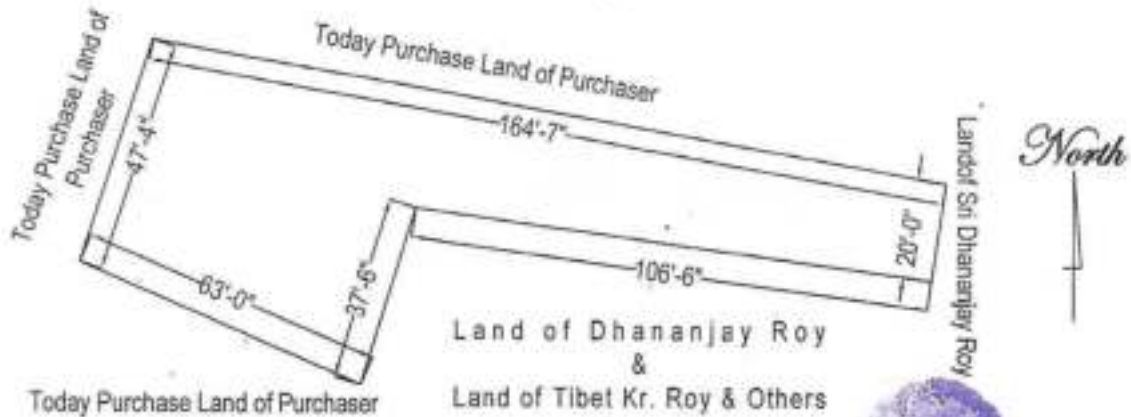
MAINAK NIRMAN Pvt. Ltd.

Represented By Director - SRI NIRMAL GIDRA,
of 173/221 Bidhan Road, Siliguri, P.O. & P.S. Siliguri, Dist. Darjeeling.

SCHEDULE OF LAND :-

KHATIAN NO.	PLOT NO.	AREA.
R.S. - 96/1.	R.S. - 5/713 (Part),	11.56 Dec.

Proposed Land To be Sold Shown in Dark
Black Line :
Site Plan of Proposed Land As Per Possession.



SCALE : 1" = 40'

Drawn By:

Ujjal Basak
10/6/11
Land Surveyor (Amin)
Regd. No. 1976707007

Bharati Roy
Smt. Bharati Roy

Signature of the Vendor.

IMPRESSION SHEET



EXECUTANT


ଶ୍ରୀମତୀ ସି. ଲକ୍ଷ୍ମୀ ଦେବୀ

	Thumb	Fore Finger.	Middle Finger.	Ring Finger.	Little Finger.
Left Hand					
Right Hand					

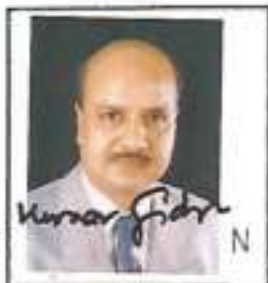


ଶ୍ରୀମତୀ ସି. ଲକ୍ଷ୍ମୀ ଦେବୀ
Signature of presentant with date

Signature of Identifier

 _____
Signature of R. O.

IMPRESSION SHEET



Nirmal Kumar Gidris N

CLAIMANT

	Thumb	Fore Finger.	Middle Finger.	Ring Finger.	Little Finger.
Left Hand					
Right Hand					

Mainak Nirman Pvt. Ltd.

Nirmal Kumar Gidris

Director/Managing Director

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 : I - 04136 of 2011
(Serial No. 04026 of 2011)

On

Payment of Fees:

On 22/06/2011

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

Presented for registration at 21.33 hrs on :22/06/2011, at the Private residence by Smt Bharati Roy ,Executant.

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

Execution is admitted on 22/06/2011 by

1. Smt Bharati Roy, wife of Late Kabili Roy , Veiki Para, Thana:-Bhaktinagar, District:-Jalpaiguri, WEST BENGAL, India, P.O. :-Sahudangi Hat , By Caste Hindu, By Profession : House wife

Identified By Niranjan Roy Chowdhury, son of Late Surendra Nath Roy Chowdhury, Medicae More,, Thana:-Matigara, District:-Darjeeling, WEST BENGAL, India, P.O. :-Shushruti Nagar , By Caste: Hindu, By Profession: Others.

(Narayan Chandra Saha)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 24/06/2011

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. 24189/-, on 24/06/2011

(Under Article : A(1) = 24189/- on 24/06/2011)

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.-2199120/-

Certified that the required stamp duty of this document is Rs.- 131947 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty



(Signature)
Additional Dist Sub-Registrar
Rajganj, Jalpaiguri

24 JUN 2011

(Narayan Chandra Saha)
ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 1 of 2



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

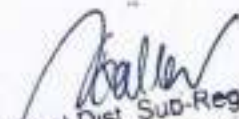
Endorsement For Deed Number : I - 04136 of 2011
(Serial No. 04026 of 2011)

Deficit stamp duty

1. Rs. 49000/- is paid, by the draft number 763271, Draft Date 15/06/2011, Bank Name State Bank of India, SILIGURI, received on 24/06/2011
2. Rs. 49000/- is paid, by the draft number 763244, Draft Date 15/06/2011, Bank Name State Bank of India, SILIGURI, received on 24/06/2011
3. Rs. 28970/- is paid, by the draft number 763348, Draft Date 16/06/2011, Bank Name State Bank of India, SILIGURI, received on 24/06/2011

(Narayan Chandra Saha)
ADDITIONAL DISTRICT SUB-REGISTRAR




Additional Dist Sub-Registrar
Rajganj, Jalpaiguri

24 JUN 2011
(Narayan Chandra Saha)
ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 2 of 2

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 13
Page from 964 to 981
being No 04136 for the year 2011.


Additional Dist Sub-Registra
Raiganj, Jalpaiguri



24 JUN 2011

(Narayan Chandra Saha) 24-June-2011
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. RAIGANJ
West Bengal

