

3209

I-3093



Handwritten blue scribble on the left side of the stamp.

St. 87,500  
4,90,000  
23  
A 5379

Admissible under Rule 21 duly  
Stamped under the Indian Stamp  
(W. B Amendment) Act, 1987.  
Also under Section 5 of the  
W.B.L.R Act 1985 Schedule IA No...

00DD 025285

Fees Paid... A. 5379.00  
Process Fee... G.F.S.  
Rs. 1.50 realised  
on 29.9.2000

Visit Commission Case No.

802 for 2000  
Fees Paid- J(1) Rs. 50.00  
J(2) Rs. 8.00 (in)  
P.T.A. Rs. 2.00

Sub-Registrar  
Bajganj Dist. Jalpaiguri  
29.9.2000

Handwritten signature: Jiban Krishna

Handwritten signature: Gantam Jay

Total- Rs. 61.00

DEED OF CONVEYANCE

Sub-Registrar, Bajganj  
Dist. Jalpaiguri  
29/9/2000

THIS INDENTURE MADE ON THIS THE 19th DAY OF  
SEPTEMBER, IN THE YEAR OF TWO THOUSAND.

Add. M.V. 3,80,000  
B/D 14,500  
A2 4180.00  
C.I.F.S. 4.50

Market Value assessed Rs. 870,000  
(Rupees...)  
Stamp Duty required Rs. 43,000  
(Rupees...)  
Stamp Duty paid Rs. 29,000  
(Rupees...)  
Deficit Stamp Duty Rs. 14,000  
(Rupees...)

Additional Regd. Fees  
Rs. 4180.00  
Rupees Four thousand  
one hundred eighty  
only is realised Vide Min.  
Receipt No. 5022/2  
Dated 29.9.2000

Certified that the deficit Stamp Duty  
of Rs. 14,500.00 Rupees (fourteen thousand  
five hundred) only has been  
paid by State Bank of India drawn by  
S. B. I. Sl. No. 01422/1 Dated 28.9.2000  
to make up the proper Stamp Duty of  
which this document is chargeable.

Handwritten signature: 25/9/00

contd...P/2.

SUB-REGISTRAR  
Bajganj, Dist. Jalpaiguri  
29.9.2000

SUB-REGISTRAR  
Bajganj, Dist. Jalpaiguri

29.9.2000



799 01/9/2000  
Paid to: Krishan K. Agarwal  
of: Siliguri & other  
Rs. 29,000/-

Presented for Registration as ...  
of the ...  
at the Sub-Registry Office at ...  
by ...



Jilean Krishna dy



4565

Sub-Registrar  
Jalpaiguri Dt. Jalpaiguri  
19/9/00

Jilean Krishna dy

+ Jilean Krishna dy  
S/O Kela Chand dy  
Gautam dy



4567

S/O Jilean Krishna dy  
of Haldwara  
Siliguri Dt. Jalpaiguri  
By ... By prof ...

Jilean Krishna dy  
Gautam dy

[Large handwritten signature]

Samar Rakesh.

Samar Rakesh  
S/O N. C. Rakesh  
of Siliguri  
Dt. Jalpaiguri  
By ... By prof ...

Sub-Registrar  
Jalpaiguri Dt. Jalpaiguri  
19/9/00





-: 2 :-

*Gilan Krishna Dey*

*Gautam Dey*

Area	: 0.955 Acre.
Price	: Rs. 4,90,000=00
Mouza	: Dabgram.
Sheet NO	: 9 (nine).
Khatian NO	: 805.
Plot NO	: 34 and 35.
P.S.	: Bhaktinagar.
District	: Jalpaiguri.

contd..P/3.



50000  
799 01/9/2000  
Paid to Kishan Kr. Agarwal  
of Siliguri - other  
Mon Judicial 29,000/-

Stamp Fee, Clasp 9,200  
Siliguri Treasury



~~Signature~~  
Sub-Registrar

19/9/2000





-- 3 --

B E T W E E N

- ✓ 1. SRI KISHAN KUMAR AGARWAL, S/o Late Baldeo Das Agarwal,  
Hindu by religion, Business by occupation,
- ✓ 2. SMT. KIRAN DEVI AGARWAL, W/o Sri Kishan Kumar Agarwal,  
Hindu by religion, House wife by occupation,
- ✓ 3. SRI HARI KISHAN AGARWAL, S/o Sri Ghan Shyam Das Agarwal,  
Hindu by religion, Business by occupation,
- ✓ 4. SMT. BINDU AGARWAL, D/o Sri Radhey Shyam Jajodia,  
- Hindu by religion, House-hold affairs by occupation,  
- All are residents of Sevoke Road, Post office and  
Police Station- Siliguri, District-Darjeeling-hereinafter  
called the "PURCHASERS" (which expression shall mean  
and include unless excluded by or repugnant to the context  
their heirs, successors, executors, administrators, legal  
representatives and assigns) of the ONE PART.



799 01/9/2000  
 Paid to: Kishan Kr. Agarwal  
 of: Siliguri  
 Non Judicial  
 Rs. 29,000/-

Stamp Fee: 1,700/-  
 Siliguri



*[Signature]*  
 7/9/197



Jiban Krishna Dey  
Gautam Dey

-: 4 :-

A N D

1. SRI JIBAN KRISHNA DEY, Son of Late Kala Chand Dey,
2. SRI GAUTAM DEY, Son of Sri Jiban Krishna Dey, both are Hindu by religion, Business by occupation, residents of Hakimpara, Siliguri Town, Post office and Police Station- Siliguri, District- Darjeeling - hereinafter called the "VENDORS" (which expression shall mean and include unless excluded by or repugnant to the context their heirs, successors, executors, administrators, representatives and assigns) of the OTHER PART.

WHEREAS the Vendor NO-1 Sri Jiban Krishna Dey is the absolute and exclusive owner in possession of all that piece of land measuring 0.99 acre under Plot No. 2/452, 2/794, 32/465, and 35 Khatian NO- 681/3, and 805, under Sheet NO-9, of Mouza-Danagram, Police Station-Bhaktinagar, District-Jalpaiguri by virtue of a registered Sale Deed being NO- I-3450 dated 11-8-80, purchased from Sri Subodh Chandra Roy son of Late Khitish Chandra Roy of Hakimpara, Siliguri Town, P.O. and P.S. Siliguri, District- Darjeeling and said deed was registered before the office of the Sadar Joint Sub-Registrar at Jalpaiguri and entered in its Office Book NO-I, Volume NO-39, pages 140 to 143 being NO-3450 for the year of 1980 and from the date of such purchase the Vendor No-1 has acquired the said area of land under



*Jibhan Krishna Roy*  
*Gautam Dey*

-: 5 :-

the said plots in his khas, actual and physical possession having permanent, heritable and transferable right, title and interest therein,

A N D

WHEREAS said Subodh Ch. Roy was acquired the aforesaid land by virtue of a Sale Deed being NO. 7115 dated 27-9-77 from Smt. Chintamony Roy and said Deed was registered before the office of the Sadar Joint Sub-Registrar at Jalpaiguri.

A N D

WHEREAS after purchase the aforesaid area of land the Vendor NO-1 has mutated his said mentioned land in his name from the office of the concerned land authority at Rajganj, Dist. Jalpaiguri vide Mutation Case NO. IX-II/692 of 80-81.

A N D

WHEREAS the Vendor NO-2 - Sri Gautam Dey is the absolute and exclusive owner in possession of all that piece of land measuring 1.61 acre under Plot No. 33/469, 34, 35, Khatian NO. 805, Sheet NO-9 of Mouza-Dabgram, Police Station-Bhaktinagar, District-Jalpaiguri by virtue of a registered Sale Deed being NO. I-2309 dated 27-5-82,

contd..P/6.



*Jibam Krishna Roy*

*Gautam Roy*

-: 6 :-

purchased from Sri Gajal Singh Roy son of Late Bir Kanta Roy of Purba Bairagipara, Dabgram, P.S. Bhaktinagar, District- Jalpaiguri and said deed was registered before the office of the Sadar Joint Sub-Registrar at Jalpaiguri and entered in office Book NO-I, Volume NO-33, pages 140 to 142 being NO. 2309 for the year of 1982 and from the date of such purchase the Vendor No-2 has acquired the said area of land under the said plot in his khas, actual and physical possession, having permanent, heritable and transferable right, title and interest therein.

A N D

WHEREAS said Gajal Singh Roy was acquired ownership in respect of the aforesaid area of land by virtue of a registered Sale Deed purchased from Sri Surendra Nath Roy and the name of Sri Gajal Singh Roy was also recorded in the abovenumbered Khatian to the extent of 3 Annas and 5 Gandas share.

A N D

WHEREAS the Vendor No-2 has mutated the aforesaid area of land in his name from the office of the J.L.R.O. Rajganj, Dist. Jalpaiguri vide Mutation Case NO. IX-II/ 2317 of 85-86.

contd..P/7.



*Jilean Krishna Das*

*Gautam Das*

-:7 :-

A N D

WHEREAS the Vendors being in need of money for their own development plan have firmly and finally decided to sell 0.955 acre of land out of which the Vendor NO\_1 has decided to sell 0.145 acre of land under Plot NO-35, Khatian NO- 805, Sheet NO-9 of Mouza- Dabgram, and Vendor NO-2 has decided to sell 0.81 acre of land under Plot NO- 34 and 35, Khatian No- 805, Sheet NO-9 of Mouza- Dabgram, and both the Vendors have also offered for absolute sale of their aforesaid area of land out of their purchased land mentioned herein above and declaring the aforesaid area of land measuring 0.955 acre is free from all encumbrances and charges whatsoever.

A N D

WHEREAS the Purchasers being in need of a suitable plot of land for their future development plan have agreed to purchase the said land of Vendors specifically mentioned in the schedule A and B herein below total measuring 0.955 acre, under Plot NO- 34 and 35, Khatian NO- 805, Sheet NO-9 of Mouza- Dabgram, P.S. Bhaktinagar, District- Jalpaiguri at or for the price of Rs. 4,90,000=00 (Rupees Four lac ninety thousand) only, which is free from all encumbrances and charges whatsoever.

contd..P/8.



*Jilean Krishna Dey*

*Santam Dey*

-: 8 :-

A N D

WHEREAS the Vendors considering the price so offered by the purchasers as fair, reasonable and highest in view of the prevailing market rate have firmly and finally agreed to sell their said land fully mentioned in the schedule 'A' and 'B' herein below under Plot NO-34 and 35, Khatian NO- 805, Sheet NO-9 of Mouza- Dabgram, P.S. Bhaktinagar, District- Jalpaiguri, land measuring 0.955 acre which is clearly shown in the annexed sketch map delineated by red boundary line to the purchasers at or for the price of Rs.4,90,000=00 (Rupees Four lac ninety thousand) only, which is free from all encumbrances and charges whatsoever.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid offer, acceptance, agreement and in consideration of the said sum of Rs.4,90,000=00 (Rupees Four lac ninety thousand) only paid by the purchasers to the vendor by cash, the receipt whereof the Vendors does hereby acknowledge receipt of the said sum from the purchasers and grant full discharge to the purchasers from the payment thereof), the Vendors does hereby grant, transfer, assign and assure by way of absolute sale free from all encumbrances subject to the payment of land rent payable to the Government and taxes to and unto the purchasers the Vendor's right, title and interest obtained in the

contd..P/9.



Jilani Krishna Dey

Santam Dey

-: 9 :-

manner as aforesaid in all that area of land measuring 0.955 acre being Plot NO. 34 and 35, Khatian NO- 805, Sheet NO-9, Mouza-Dabgram, J.L. NO-2, P.S. Bhaktinagar, District- Jalpaiguri which have been morefully and particularly described in the schedule 'A' and 'B' below delineated by red line in the map or Plan annexed hereto, the Vendors DOTH hereby convey, assign, sell and transfer their said below schedules land together with all trees shurbs, bushes yards, courtyards, sewers drains, waya paths, passages water courses, lights liberties, privileges, easements and appurtenances whatsoever to the said messuages tenaments and premises belonging to or in any way appertaining or usually held and enjoyed therewith or reputed to belong or to be appurtenant thereto w all the estate right title interest claim or demand of the said vendors unto and upon the said messuages tenaments and premises hereby conveyed or expressed so to be AND TO HAVE AND TO HOLD the said messuages tenaments and premises and to and unto the use of the Purchasers absolutely and forever and the Vendors does hereby covenant with the Purchasess that not withstanding any act deed or things by the Vendors or their predecessors in interest done or executed or knowingly suffered to the contrary the Vendors have in their good right and full power to convey the said messuages tenaments hereditaments and premises hereby conveyed or expressed

contd..P/10.



Gilean Krishna Rao

Gautam Dey

--: 10 :-

or intended so to be in the manner aforesaid free from all encumbrances whatsoever and that the purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said messuages hereditaments tenements and premises conveyed or expressed so to be and every part thereof and receive and take the rents and issues profits thereof without any lawful hindrances eviction, interruption claim or demand from the Vendors or any other person or persons claiming through them or any of their predecessors in interest and that free and clear and freely and clearly and absolutely discharged saved harmless and kept indemnified against all estate and encumbrances created by the Vendors or any of their predecessors in interest or any other person or persons claiming as aforesaid AND further that the Vendors and all person claiming under them will from time to time and at all times hereafter at the request and costs of the purchasers do and execute all such acts, deeds and things whatsoever for further and better and more perfectly assuring the said lands messuages tenements hereditaments and premises hereby conveyed or expressed or intended so to be to and unto the use of the Purchasers in the manner aforesaid as shall or may be required.

contd...P/11.



Jilean Wadhwa Dy

Gantam Dy

-: 11 :-

The Vendors does hereby further covenant with the Purchasers that if it transpires hereafter that the Vendor's title in the property hereby conveyed are defective and that they does not have right to convey the entire share in the said property hereby conveyed or any other person or persons is or are found to have right or interest or share in the said property or any other person or persons claims or claim the said property and thereby the Purchaser's possession or enjoyment of the said property or any part thereof is imperilled the Vendors would be bound to refund the whole purchase money to the Purchasers together with an interest at the rate of 12% per annum from the date of such deprivation of ownership or of possession and the Vendors shall and will have to reimburse the purchasers in case they are put to expenses or improves and make any constructions on the said property, the Vendors further declares that the interest which they professes to transfer hereby subsists as on the date of these presents and there exists no previous transfer mortgage, lease, contract for sale or otherwise the Vendors in favour of any other person or party respecting the said below scheduled land mentioned herein above.

contd., P/12.



Jiban Krishna Dey  
Gautam Dey

-: 12 :-

SCHEDULE OF THE LAND

SCHEDULE-"A"

ALL that piece or parcel of land measuring 0.145 acre under Part of Plot NO-35, recorded in Khatian NO- 805, Sheet NO-9, situated within Mouza- Dabgram, Pargana- Baikunthapur, Police Station- Bhaktinagar, District- Jalpaiguri, the aforesaid area of land measuring 0.145 acre is hereby sold by the Vendor NO-1 Sri Jiban Krishna Dey in favour of the Purchasers hereof by this Deed of Conveyance and the price of the aforesaid area of land is Rs.74,398=00 paid by the purchasers to the Vendor NO-1.

SCHEDULE - "B"

All that piece or Parcel of land measuring 0.81 Acre under Plot NO-34 and 35, recorded in Khatian NO- 805, land measuring 0.20 acre is under Plot NO-34 and land measuring 0.79 acre is under Plot NO-35, in total land measuring 0.81 acre is under Sheet NO-9, situated within Mouza-Dabgram, J.L.NO-2, Pargana- Baikunthapur, Police Station-Bhaktinagar, District- Jalpaiguri. The aforesaid area of land is hereby sold by the Vendor No-2 Sri Gautam Dey to the purchasers hereof by this Deed of Conveyance and the price of the aforesaid area of land is Rs.4,15,602=00 paid by the purchasers to the Vendor No-2.

contd..P/13.



*Jilean Krishna Dey*  
*Gautam Dey*

-: 13 :-

The Vendors hereof altogether hereby sold 0.955 acre of land by the abovementioned two schedules and total 'A' and 'B' schedule plots of area is clearly shown in the annexed sketch map delineated by Red border line which is a part and parcel of this Indenture and the aforesaid total area of land measuring 0.955 acre is butted and bounded as follows:-

- BY THE NORTH : Land of Sri Sambhu Dayal Agarwal & Others purchased today.
- BY THE SOUTH : Part of Plot NO- 471, Sheet NO-9 of Mouza-Dabgram.
- BY THE EAST : 60' wide Bye-pass Road.
- BY THE WEST : Pipe Line.

IN WITNESS WHEREOF the Vendors hereunto have set and subscribed their respective hands on these presents on this Deed on the day, month and year first above written

WITNESSES:

1. *Samar Rakshit*  
S/o *M.A. Rakshit*  
Address. *Siliguri*

1. *Jilean Krishna Dey*  
2. *Gautam Dey*  
-----  
SIGNATURE OF THE VENDORS.

2. *Ram Chander Agarwal*  
*S/o Pt B. D. Agarwal*  
*Senke Road.*  
*Siliguri*

Drafted, readover and explained to the parties by me and typed in my Office.

*Rakshit*  
( SAMAR RAKSHIT )  
Advocate, Siliguri.  
Enrolment NO-F-176/172/93.