

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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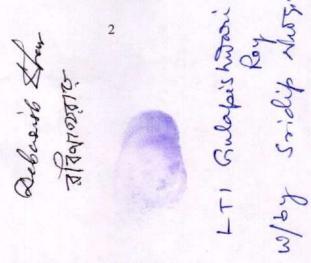
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DEED OF CONVEYANCE



14 MAY 2009

S. L No 1017 ... Date 06 | 05 | 2009 ... Bold To So Ram chandra Agarmal or Seroke Road, to Stham, 2108, 2 anywhy (WB)
Value Rs. 50.00 (Rupees) Five thousand only ( Sujit Kr. Sinha ) GOVT STAMP VENDUR SILIGURI-COURT. L/Me-106 | R. Mo Debusist Then Debuents then mistrict Sub-Registra: Jalpalguri 1 4 MAY 2009 अहिला कामार DEED OF CONVEYANCE LTI Gulapishwari Roy W/by Sridip Niogi



## DEED OF CONVEYANCE

10 Kathas 11 Chhataks [or 10.6875 Kathas] AREA

[or 0.1762 Acres ]

CONSIDERATION

Rs.4,81,000/=

**PARGANA** 

Baikunthapur

MOUZA

Dabgram

P.S.

Bhakti Nagar,

J.L. No.

02

PLOT NO.

35/471 (Part)

SHEET NO.

09

KHATIAN NO.

805

HERITAL SUDISFIL huplagist

THIS DEED OF CONVEYANCE IS MADE ON THIS THE 14TH DAY OF MAY, TWO THOUSAND NINE

BETWEEN

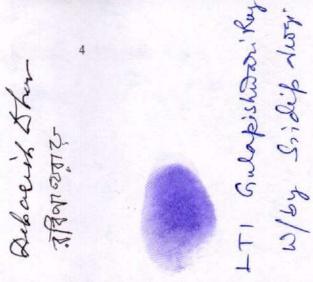
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SRI RAM CHANDRA AGARWAL, SON OF LATE BALDEO DAS AGARWAL, residing at Sevoke Road, PO. & PS. Siliguri, District: Darjeeling (West Bengal), an Indian by Citizen and Hindu by religion, herein after will be called the "PURCHASER" (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, administrators, representatives and assigns as the case may be) of the ONE PART;

#### AND

- SRI DEBASHIS DHAR SON OF JITEN CHANDRA DHAR, resident of Circular Lane, PO. & District: Jalpaiguri (West Bengal), an Indian by Citizen and Hindu by religion;
- 2. SRI RAVI NATH ROY SON OF LATE HEER MOHAN ROY { SON OF LATE DEEP CHAND ROY @ DEEP KANTA ROY } ] resident of Hari Charan Vita, PS. Bhakti Nagar, District : Jalpaiguri ( West Bengal ) an Indian by Citizen and Hindu by religion ;

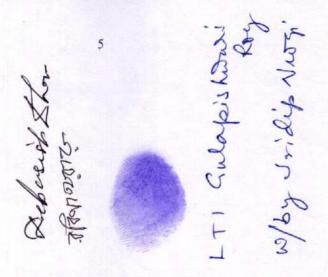
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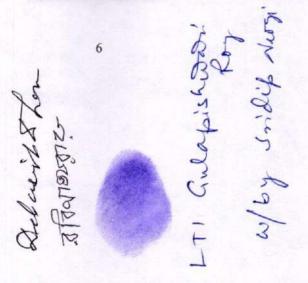
3. SMT. GULAPISHWARI ROY WIFE OF SRI NARESH ROY [ PREVIOUSLY WIFE OF LATE HEER MOHAN ROY { SON OF LATE DEEP CHAND ROY @ DEEP KANTA ROY } ], resident of Hari Charan Vita, PS. Bhakti Nagar, District: Jalpaiguri ( West Bengal) an Indian by Citizen and Hindu by religion;

ALL herein after will jointly be called the <u>"VENDORS"</u> (Which expression shall mean and include unless excluded by or repugnant to the context their respective heirs, executors, successors, administrators, representatives and assigns as the case may be) of the OTHER PART;

WHEREAS one Deep Chand Roy S/O. Bir Kanta Roy, R/O. Baikuntha Pally, PS. Bhakti Nagar, District: Jalpaiguri (West Bengal) was the recorded owner of all that piece and parcel of the land measuring 04.49 Acres, appertaining to Plot No. Plot No. 33 (0.79 Acres); Plot No. 74 (0.23 Acres); Plot No. 76 (0.45 Acres); Plot No. 75 (0.88Acres); Plot No. 75/585 (0.18 Acres); Plot No. 35/471 (01.90 Acres) and Plot No. 35/472 (0.06 Acres) of Sheet No. 09, as recorded in Khatian No. 805, Pargana: Baikunthapur, Mouza – Dabgram, under JL No. 02, PS.



Bhaktinagar, District: Jalpaiguri (West Bengal) having his permanent heritable and transferable right, title and interest therein. And that since after expiry of the said Deep Chand Roy, the said plot of land has been devolved upon his legal heirs/successors, namely Sri Neel Mohan Roy S/O. Late Deep Chand Roy, R/O. Baikuntha Pally, Ward No. 41, PS. Bhakti Nagar, District : Jalpaiguri (West Bengal); 2. Smt. Sahajani Roy Wife of Sri Kali Nath Roy @ Kali Saha Roy, 3. Smt. Khiloshwari Roy Wife of Late Shyam Lal Roy @ Shyamal Roy, 4. Smt. Laloshwari Roy Wife of Late Sital Roy, [ All Daughters of Late Deep Chand Roy ] R/O. Ahsram Para, Siliguri, District : Darjeeling (West Bengal) and Sri Heer Mohan Roy (now deceased) S/O. Late Deep Chand Roy, R/O. Hari Charan Vita, Ambari PO. Ambari, PS. Rajganj, District : Jalpaiguri (WB), each having twenty percent undivided shares therein, as per provisions of the Hindu Succession Act, 1956. And that subsequently due to expiry of the above named Heer Mohan Roy, his twenty percent undivided shares in the said plot of land had/has also been devolved upon his legal heirs/successors namely Smt. Gulapishwari Roy Wife of



Late Heer Mohan Roy and Sri Ravi Nath Roy, S/O. Late Heer Mohan Roy R/O. Hari Charan Vita, Ambari PO. Ambari, PS. Rajganj, District: Jalpaiguri (WB), each having ten percent undivided shares therein, as per provisions of the Hindu Succession Act, 1956;

AND WHEREA the above named Sri Neel Mohan Roy S/O. Late Deep Chand Roy, R/O. Baikuntha Pally, Ward No. 41, PS. Bhakti Nagar, District: Jalpaiguri (West Bengal) subsequently acquired the ownership with possession over all that piece or parcel of the land measuring 02.62 Acres in total, being sixty percent undivided shares of his three sisters [ from and out of the land measuring 04.35 Acres of 04.49 Acres in seven plots, being Plot No. 33 (0.79 Acres); Plot No. 74 (0.23 Acres); Plot No. 76 (0.45 Acres); Plot No. 75 (0.88Acres); Plot No. 75/585 (0.18 Acres); Plot No. 35/471 (01.90 Acres) and Plot No. 35/472 (0.06 Acres) as recorded in the name of Deep Chand Roy in Khatian No. 805, Mouza Dabgram ] namely 1. Smt. Sahajani Roy Wife of Sri Kali Nath @ Kali Saha Roy, 2. Smt. Khiloshwari Roy Wife of Late Shyam Lal @ Shyamal Roy; and 3. Smt. Laloshwari

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Roy Wife of Late Sital Roy, [ All Daughters of Late Deep Chand Roy R/O. Ahsram Para, Siliguri, District: Darjeeling (West Bengal) by purchasing the same for valuable consideration form them, by virtue of a Deed of Conveyance which executed in his favour on 11.06.1987 and registered at the office of the Additional District Sub Registrar, Jalpaiguri in Book No. I, Volume No. 30, Pages 341 to 344, being Deed No. 3320 for the year 1987. And thus the said Sri Neel Mohan Roy had/has become the owners in possession of his eighty percent undivided shares in total land of his father Late Deep Chand Roy, i.e., the land measuring 03.48 Acres in total from and out of the land measuring 04.35 Acres in seven plots of land of his father as stated above ] wherein the land measuring 01.52 AND WHEREAS the above named Sri Neel Mohan Roy, subsequently sold/transferred a portion of his said plot of land measuring 0.73 Acres or 02 Bighas 04 Kathas [ from and out of the land measuring 01.52 Acres as inherited by him and also acquired from his three sisters by purchasing for valuable consideration by Deed No. 3320 for the year 1987 ], from and out of the total land

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measuring 01.90 Acres in Plot No. 35/471 of Sheet No. 09, as recorded in Khatian No. 805 of Mouza Dabgram, PS. Bhakti Nagar, District: Jalpaiguri (West Bengal) for valuable consideration to Sri Debashish Dhar, the Vendor No. 01 above named, by virtue of a Deed of Conveyance, which executed in his favour on 12.06.1987 and registered at the office of the Additional District Sub Registrar, Jalpaiguri in Book No. I, Volume No. 30, Pages 457 to 460, being Deed No. 3349 for the year 1987 and that the said Sri Neel Mohan Roy had/has also handed over the possession of the said 0.73 Acres of land in Plot No. 35/471 of Sheet No. 09 [ along with 11 Chhataks of land in Plot No. 479 of Sheet No. 09 of Mouza Dabgram ] to the said Sri Debashish Dhar, the Vendor No. 01 above named on the said date on 12.06.1987;

AND WHEREAS the above named Smt. Gulapishwari Roy, Wife of Late Heer Mohan Roy (S/O. Late Deep Chand Roy), R/O. Hari Charan Vita, PO. Balaram, PS. Bhakti Nagar, District: Jalpaiguri (West Bengal), the Vendor No. 02 above named, in the mean time has got her marriage solemnized with one Sri Naresh

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Roy and so the above named Sri Ravi Nath Roy and Smt. Gulapishwari Roy, the Vendor Nos. 02 and 03 could not be able to join as the vendors [ together with the said Sri Neel Mohan Roy] in the said Deed of Sale/Conveyance being Deed No. 3347 for the year 1987 and that the ownership of their undivided twenty percent shares in the said 0.73 Acres of land in Plot No. 35/471 of Sheet No. 09 as recorded in Khatian No. 805 of Mouza Dabgram, also could not be able to sold/ transferred to the said Sri Debashis Dhar, the Vendor No. 01 above named. And thus the Vendor No. 01 together with the Vendor Nos. 02 and 03 above named were/are the absolute owners of the said 0.73 Acres of land in Plot No. 35/471 of Sheet No. 09 as recorded in Khatian No. 805 of Mouza Dabgram, having their respective undivided shares and right, title and interest therein and that the said plot of land measuring 0.73 Acres in Plot No. 35/471 [ and also 11 Chhataks in Plot No. 479 ] of Sheet No.09 of Mouza Dabgra, was/is in actual, physical and khas possession of the vendor No. 01 above named on the date of these present;

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AND WHEREAS the vendor No. 01 together with the Vendor Nos. 02 and 03 above named, being in need of money for the purpose of their respective domestic, business and other purposes, have jointly offered to sale a portion of their said plot of land measuring 10 Kathas 11 Chhataks from and out of 0.73 Acres of land, described fully in schedule below, to the intending purchasers including the purchaser above named and that the purchaser being in need of such type of landed properties suitable for his promoting and other developmental business purposes has came in contact and has offered to purchase the said below scheduled plot of land/ properties, measuring 10 (Ten) Kathas 11 (Eleven) Chhataks of the vendors above named at the lump sum price/ value of Rs.4,81,000/= (Rupees four lakhs eight one thousand) only, but free from all encumbrances and charges whatsoever;

AND WHEREAS the vendors above named, considering the price so offered by the purchaser above named, as fair, reasonable and highest according to the

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rate prevailing in the market have agreed to sell the said below scheduled plot of land to the purchaser at the lump sum price/ value of Rs.4,81,000/= (Rupees four lakhs and eighty one thousand) only but free from all encumbrances and charges whatsoever;

NOW THIS DEED OF INDENTURE WITNESSETH that in pursuance of the aforesaid offer, acceptance and in consideration of a sum of Rs. 4,81,000/= (Rupees four lakhs and eighty one thousand) only paid by the purchaser to the vendor above named [ Rs. 96,200/= by Cash and Rs.3,84,800/= by way of a cheque bearing No. 815941 of dated: 14.05.2009 for Rs.3,84,800/= as drawn upon State Bank of Bikaner & Jaipur, Siliguri, favouring the Vendor No. 01 above named, totalling a sum of Rs.4,81,000/= ] (the receipt of which is acknowledged by the vendors above named on execution of these presents and grants full discharge to the purchaser from the payment thereof), the vendors DOTH hereby convey, assign, sell and transfer absolutely and for ever their said below-scheduled homestead land and makes over the possession there of unto and in

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favour of the purchaser together with all right, title, interest, hereditaments, liberties, easements, paths, fences, walls, appurtenances & appendages etc. whatsoever in any way belonging to or reputed to belong therewith and TO HAVE AND TO HOLD the same by the purchaser as absolute owner thereof, peaceably & quietly with permanent heritable and transferable right, title and interest therein and without any claim, objection, interference or interruption from the vendors or any person or persons claiming under her/them, subject to the payment of land revenue & other taxes to the present superior landlord - the Govt. of West Bengal and/ or such other authority/ authorities as the law may provide from time to time in future.

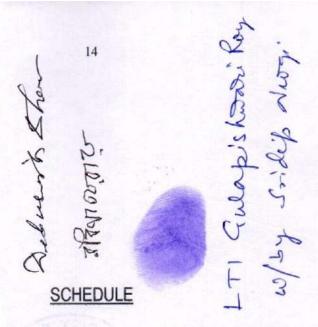
The vendors hereby declare that the interest which she/they profess/es to transfer hereby subsists as on the date of these presents and that the vendors have not previously transferred, mortgaged, contracted for sale or otherwise the said below scheduled land /property or any part thereof to and in favour of any other party or person/s and that the property hereby transferred, expressed or

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intended so to be transferred suffers from no defect of title and that the recitals made here in above and here in after are all true and in the event of contrary, the vendors shall be liable to make good the loss or injury which the purchaser may suffer or sustain resulting therefrom and shall be liable to refund the value of the properties according to the rate prevailing in the market with adequate compensation. The vendors hereby consent with the purchaser that she/they have valid subsisting and marketable title for the below scheduled land/property and she/they is/are competent and empowered to convey the said property in the manner herein stated and that should any defect in title be noticed later on he shall have the same duly rectified.

The Vendors further undertake to take all actions and to execute all documents as may be required to be done or executed for fully assuring the right, title and interest of the purchaser to the below scheduled land/property hereby conveyed at the cost of the vendors.

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ALL that piece and parcel of raiyati homestead land, measuring about 10 (Ten) Kathas 11 (Eleven) Chhataks [ or 10.6875 Kathas ] [ or 0.1762 Acres ], appertaining to Plot Nos. 35/471 of Sheet No. 09 as recorded in Khatian No. 805, situates within Pargana Baikanthupur, Mouza Dabgram, JL No. 02, PS. Bhakti Nagar, District: Jalpaiguri, (West Bengal), as shown and delineated by red colour mark in the map annexed herewith under letter "B" and butted and bounded as follows:

North: Land of Plot No 35;

East : Land of Sri Debashish Dhar & others now sold to Smt.

Bindu Agarwal @ R. Bindu Agarwal, by separate Deed;

West: Land of Smt. Barnali Paul & others now sold to Sri Ram

Chandra Agarwal & others by separate Deed and also the

IOC Pipe Line;

South: Land of Plot No. 475.

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IN WITNESS WHEREOF the vendors above named, in good health and conscious mind have set and subscribed her/their hands on this the day, month and year first above written.

WITNESSES:

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> Drafted, read over and explained by me and prepared in my office

(S. K Mitruka, Advocate, Siliguri) Enrl.No. WB -629/1986

#### MEMO OF CONSIDERATION

Received with thanks from SRI RAM CHANDRA AGARWAL SON OF LATE BALDEO DAS AGARWAL, Resident of Sevoke Road, PO. & PS. Siliguri, District: Darjeeling (West Bengal), a sum of Rs. 4,81,000/= (Rupees four lakhs and eighty one thousand) only [Rs. 96,200/= by Cash and Rs.3,84,800/= by way of a cheque bearing No. 815941 of dated: 14.05.2009 for Rs.3,84,800/= as drawn upon State Bank of Bikaner & Jaipur, Siliguri, favouring Sri Debashis Dhar [ the Vendor No. 01 ] only towards the consideration of the land sold by this Deed in full and final.

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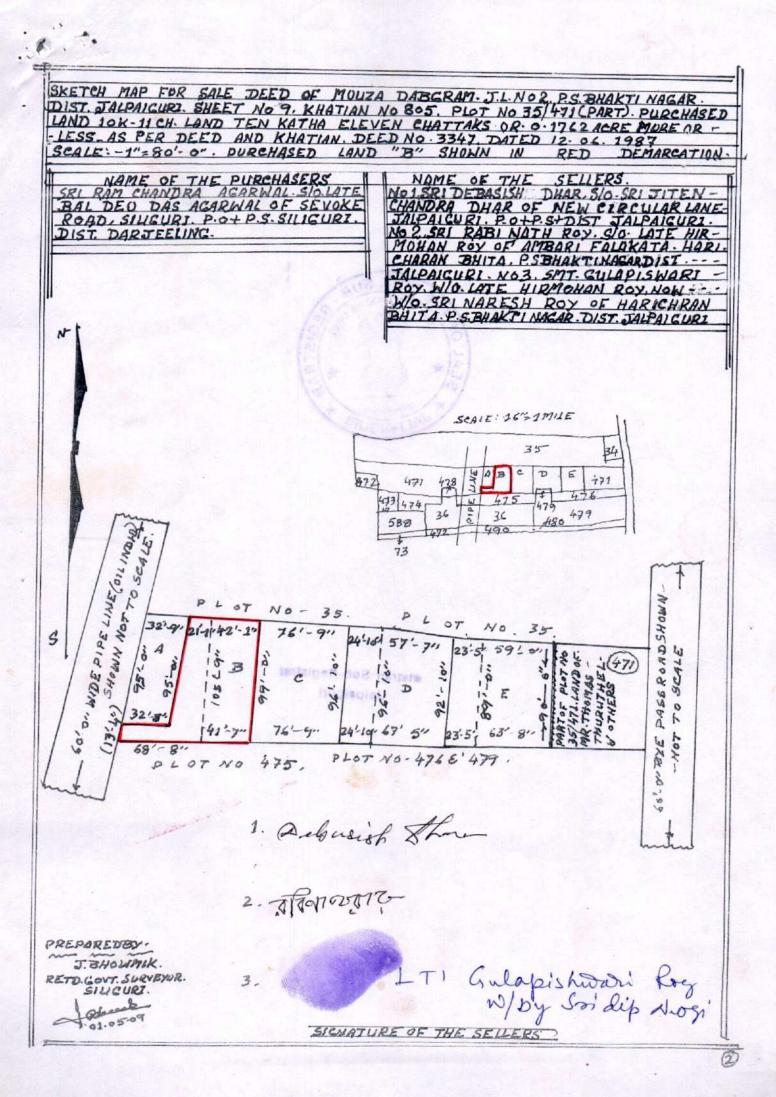
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Finger Prints of Ram Chander Agazwal Fore Little Middle Ring Thumb Finger Finger Finger Finger Left Hand Right Ram chander Agastal Ram Chander A Magazit Signature Finger Prints of . Middle Little Fore Ring Thumb Finger Finger Finger Finger Passport Photo Left Hand Hatriot Sub-Reduglagist. Right Hand Signature Finger Prints of Little Ring Fore Middle Thumb Finger Finger Finger Finger Passport Photo Left Hand Right Hand Signature

#### Government Of West Bengal Office of the D.S.R. JALPAIGURI **JALPAIGURI**

Endorsement For deed Number : I-01461 of :2009 (Serial No. 01348, 2009)

#### On 14/05/2009

#### Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 20.18 hrs on :14/05/2009, at the Private residence by Debashis Dhar, one of the Executants.

#### Admission of Execution(Under Section 58)

Execution is admitted on 14/05/2009 by

- 1. Sri Debashis Dhar, son of Jiten Ch. Dhar , Circular Lane P. O. & Dist. Jalpaiguri , Thana ., By caste Hindu by Profession: Others
- 2. Sri Ravi Nath Roy, son of Late Deep Chand Roy, Hari Charan Vita Dist. Jalpaiguri ,Thana Bhaktinagar, By caste Hindu, by Profession : Others
- 3. Smt. Gulapishwari Roy, wife of Sri Naresh Roy, Hari Charan Vita Dist. Jalpaiguri ,Thana Bhaktinagar, By caste Hindu by Profession: Others

Identified By Babul Roy, son of Nildhar Roy Kundar Dighi Dist. Jalpaiguri Thana: Rajganj, by caste Hindu, By Profession :Business.

> Name of the Registering officer : Hareram Das Designation : DISTRICT SUB-REGISTRAR

#### On 15/05/2009

#### Certificate of Admissibility(Rule 43)

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, 10,00/-

#### Payment of Fees:

Fee Paid in rupees under article: A(1) = 25916/- ,H = 28/- ,M(b) = 4/- on:15/05/2009

#### Certificate of Market Value (WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs-2356604/-

Bletdet Sub-

Certified that the required stamp duty of this document is Rs 117830 /- and the Stamp duty paid as: Impresive Rs- 5000

Deficit stamp duty

[Hareram Das] DISTRICT SUB-REGISTRAR

OFFICE OF THE DISTRICT SUB-REGISTRAR OF JALPAIGURI

Govt. of West Bengal

Page: 1 of 2

# Government Of West Bengal Office of the D.S.R. JALPAIGURI JALPAIGURI

Endorsement For deed Number :I-01461 of :2009 (Serial No. 01348, 2009)

Deficit stamp duty 1.Rs 32830/- is paid, by the draft number 876061, Draft Date 13/05/2009 Bank Name STATE BANK OF INDIA, Hakimpara, received on :15/05/2009. 2.Rs 40000/- is paid, by the draft number 876045, Draft Date 12/05/2009 Bank Name STATE BANK OF INDIA, Hakimpara, received on :15/05/2009. 3.Rs 40000/- is paid, by the draft number 876055, Draft Date 12/05/2009 Bank Name STATE BANK OF INDIA, Hakimpara, received on :15/05/2009.

Name of the Registering officer :Hareram Das Designation :DISTRICT SUB-REGISTRAR

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[Hareram Das]
DISTRICT SUB-REGISTRAR
OFFICE OF THE DISTRICT SUB-REGISTRAR OF JALPAIGURI
Govt. of West Bengal

Page: 2 of 2

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

Registered in Book - I CD Volume number 4 Page from 1419 to 1441 being No 01461 for the year 2009.



(Hareram Das) 15-May-2009 DISTRICT SUB-REGISTRAR Office of the D.S.R. JALPAIGURI West Bengal