

2540/2317-23.3.90

1Re



I-2317

Stamp of Rs 5000 + 5000 + 5000 + 5000 + 5000 + 25000.00 - Certified copy of document no-2317
Book no-I 7th 1990

Stamp duty under the Stamp Act, 1899
under the Indian Stamp Act, 1899
Schedule I A No. 23

H 2189.00
N 3.00

2192.00 p/ta 4.50 in. eys

DEED OF CONVEYANCE

sd- S. K. Sengupta
23.3.90

sd- J. N. Sengupta

THIS INDENTURE made this the 23rd day of
March One Thousand Nine Hundred and Ninety

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3733/1742
23/3/90

1386

15/3/90

No. Date
Sold to Siliguri Hotels (P) Ltd

Value Rs. 10/- (Rupees)

one
Month

N. J. Stamp Re 1/-
C. F. Rs. 9/-
Total - Rs 10/-

Issued vide Financial Deptt's
Circular No. 1201/FT Dated 17, 4, 89

Presented for Registration at 11:30 P.M.
23rd day of March 1990 at the
Registry Office, Siliguri (or at Siliguri)
J. K. Sengupta Executive Assistant

Sd- J. K. Sengupta

Sd- S. N. Ghosh
23. 3. 90

T. D- 2743.

Sd- J. K. Sengupta



Sd- Deb das Ganguly
Son of Late Nikhileswar Ganguly
Normadabagan, Champasari
Siliguri

Execution is admitted by
J. K. Sengupta
for Aman Prasad Sengupta
18, Buddha Lal Basu Road
Siliguri/Pharaidia
Kharibari/Naxalbar
DARJEELING
Her Sec
Business

I declare alby
Deb das Ganguly
for Late Nikhileswar
Normadabagan Ganguly
Pharaidia
Siliguri/Pharaidia
Kharibari/Naxalbar
DARJEELING
Her Sec
Business

Sd- S. N. Ghosh
23. 3. 90

Sd - J. N. Sen Gupta

BETWEEN

Shri Jayanta Kumar Sen Gupta son of Shri Amar Prasad Sen Gupta Hindu by religion, business by occupation , at present residing at 18 Buddhadeb Basu Road, Siliguri Town, Police Station, Sub-division and Sub-Registry Office Siliguri, District Darjeeling - hereinafter called the VENDOR which such expression shall mean and include unless excluded by or repugnant to the context, his heirs, executors, administrators, representatives and assigns - of the ONE PART

AND

....contd P/3



AND

SILIGURI MOTELS PRIVATE LIMITED, an existing company within the meaning of the Companies Act 1956, having its registered office at Rai Bhawan, Seth Srilal Market, Police Station, Sub-Division and Sub-Registry Office Siliguri, District Darjeeling, hereinafter called the PURCHASERS which such expression shall mean and include, unless excluded by or repugnant to the context its executors, administrators representatives and assigns
- of the OTHER PART

WHEREAS

.....CONTD P/4



Sd- J. N. Sengupta

WHEREAS by a Deed of Lease in perpetuity dated the 31st day of July 1955 made between Shri Birendra Nath Roy Sarkar and Shri Digendra Nath Roy Sarkar of the one part and Shri Amitava Palchoudhury, son of Late Amiya Palchoudhury of 64 Lake Place, Calcutta 29 of the other part registered in the office of the Sub-Registrar Siliguri in Book No 1, Volume No 2, pages 269 to 275 being document No 2849 for the year 1955, a piece and parcel of land measuring 0.31 acre (zero point three one acre) situate in village Mandlaguri, Mouza Siliguri, J.L. No 110, Pargana Baikunthapur, appertaining to Khatian Nos 412/1 (four hundred twelve by one) and 412/2 (four hundred twelve by two) bearing R.S. Plot No 222 (two two two), Police Station, Sub-Division and Sub-Registry Office Siliguri, District Darjeeling, now in Ward No 1 holding No 22|2^u in Siliguri Municipality was acquired by the said Shri Amitava Palchoudhury

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as
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S.N.



s.d. - J. N. Sen Gupta

WHEREAS by a Deed of Lease in perpetuity dated the 31st Day of July 1955 made between Shri Birendra Nath Roy Sarkar and Shri Digendra Nath Roy Sarkar of the one part and Shri Amitava Palchoudhury, son of Late Amiya Palchoudhury, of 64 Lake Place, Calcutta 29 - of the other part, registered in the office of the Sub-Registrar Siliguri in Book Number 1 volume Number 2 pages 269 to 275 being document No 2849 for the year 1955, a piece and parcel of land measuring 0.31 acre (zero point three one) situate in village Mallaguri, Mouza Siliguri J.L. No 110 Pargana Baikunthapur, appertaining to Khatian No 412/1 (four hundred twelve by one) and 412/2 (four hundred twelve by two) bearing R.S. plot No 222 (two two two) Police Station, Sub-Division and Sub-Registry Office Siliguri, District Darjeeling in Ward No 1 holding No

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Sd/- J. N. Sengupta

Amitava Palchoudhury on terms, conditions and consideration therein mentioned,

AND WHEREAS the said Shri Amitava Palchoudhury, while in quiet, peaceful and uninterrupted possession and enjoyment of the said piece and parcel of land measuring 0.31 acre as aforesaid, sold transferred and delivered quiet and peaceful possession of the same in favour of the VENDOR hereof, by a Deed of Conveyance registered with the Sub-Registrar Siliguri on 29th April 1976, in Book No 1 volume No 17 pages 91 to 95, being document No 4565 for the year 1976,

AND WHEREAS the VENDOR, while in quiet, peaceful, uninterrupted possession and enjoyment of the said piece and parcel of lan measuring 0.31 acre, has agreed with the PURCHASERS for absolute sale to the PURCHASERS, of all that piece and parcel of land measuring 0.065 acre (or approximately 4 (four) kathas) out of the said 0.31 acre, specifically described in the schedule appearing hereinbelow and delineated in red colour in the map or plan annexed hereto, free from all encumbrances charges claims and demands whatsoever, at or for the price of Rs 2,00,000/- (Rupees Two Lakhs) only:

NOW THIS INDENTURE WITNESSETH :

That in pursuance of the said agreement and in consideration of the said sum of Rs 2,00,000/- (Rupees Two Lakhs) only, paid by the PURCHASERS to the VENDOR, the receipt whereof, the VENDOR does hereby admit and acknowledge, the VENDOR doth hereby grant, convey, transfer, assign and deliver possession unto and to the use and enjoyment of the PURCHASERS, ALL THAT PIECE OR PARCEL OF LAND measuring 0.065 acre or 4 kathas be the same a little more or less, situate in Mandlaguri, mouza Siliguri, J.L. No 110, Pargana

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Pargana Baikunthapur appertaining to Khatian No 412/1 & 412/2, being part of R.S. Plot No 222, P.S. , Sub-Division and Sub-Registry Office Siliguri, District Darjeeling, hereinafter particularly and specifically described in the schedule hereinbelow appearing and delineated in red colour in the map or plan annexed ~~to~~ hereto, together with all rights, liberties, privileges, easements, appurtenances and appendices belonging to or appertaining to the said 0.065 acre or 4 kathas of land hereby transferred or expressed and intended so to be, and deliver quiet and peaceful possession to the PURCHASER, TO HAVE AND TO HOLD the same in perpetuity, subject to payment of rent to the Superior Land-lord, the State of West Bengal and the VENDOR BOTH hereby covenant with the PURCHASERS that the right title interest and possession which the VENDOR profess to transfer, subsist and the VENDOR has full authority to transfer the property hereby conveyed or expressed and intended so to be and the VENDOR shall and will at all times hereafter, at the request and cost of the PURCHASERS, do execute or cause to be executed or done, all such acts, deeds, ~~and~~ matters or things whatsoever, for further and more effectively assuring the title, possession and enjoyment of the PURCHASERS thereof and therein as may and shall be required AND the VENDOR covenants with the PURCHASERS that there exists no charge, mortgage, attachment or encumbrances on the property on the property hereby conveyed or expressed and intended so to be, or any part thereof at the date and time of these presents and in the event of discovery of any such charge, mortgage,

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Sd/- J. K. Sengupta





Sd/- J. U. Sengupta

attachment or encumbrances, the **VENDOR** shall be liable to compensate the **PURCHASERS** adequately for any loss or injury sustained in consequence thereof, for any defects of title or for any act done or supposed to have been done by the **VENDOR** in respect of the property hereby conveyed **AND** if for the abovementioned causes the **PURCHASERS** are deprived of the possession or enjoyment of the same or any part thereof, the **VENDOR** shall be liable to refund to the **PURCHASERS**, full or proportionate part of the consideration money as the case may be, with interest @ 18% per annum from the date of such deprivation or dispossession **AND** the **VENDOR** further covenants with the **PURCHASERS** that the **VENDOR** has not entered into any binding contract with any other person or persons to sell transfer in any way, any interest or right in the property hereby conveyed and that there exists no such contract for sale at the date and time of these presents and if any recitals made herein by the **VENDOR** are found to be false, the **VENDOR** shall be liable to adequately compensate the **PURCHASERS** for any loss or injury sustained by the **PURCHASERS** in consequence thereof **AND** the **VENDOR** further covenants with the **PURCHASERS** that there exists a tin roof shed on the property hereby conveyed which remains beyond the scope of these presents and belongs to the **VENDOR** and that the **VENDOR** shall and will remove the said structure within a period of 4 (four) months from the date of these presents and in the case of failure of the **VENDOR** to do

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sd - J. K. Sengupta

do so within the period of 4 (four) months as aforesaid, the PURCHASERS shall be at liberty to demolish or dismantle and remove the same at the cost risk and responsibility of the VENDOR

SCHEDULE

ALL THAT piece or parcel of land measuring 0.065 acre or four kathas (be the same a little more or less) situate in village Manflaguri, Mouza Siliguri, J.L. No 110 Pargana Baikunthapur, appertaining to Khatian No 412/1 and 412/2 being part of R.S. Plot No 222, Police Station, Sub-Division and Sub-Registry Office Siliguri, District Darjeeling, in Ward No 1 Holding No 22/2 of Siliguri Municipality and as delineated in red colour in the map of plan annexed hereto and forming a part of these presents, butted and bounded as follows :

- On the North : R.S. Plot No 219
- On the South : R.S. Plot No 223 (recorded as a road)
- On the East : VENDOR's land (part of plot no 222)
- on the WEST : P.W.D. Land and thereafter hill cart Road.

IN WITNESS WHEREOF, the VENDOR hereto has hereunto set and subscribed his hands and seals on the day month and year first above written.

Witnesses

1. sd - R. Sengupta
18, Buddha Deb Bose Road
..... SILIGURI
2. sd - Deb das Ganguly
Normada Bagan Champasai
..... SILIGURI

sd - J. K. Sengupta

Read over and explained by me
sd Deb das Ganguly
Siliguri

Typed
Drafted and prepared
by me
sd Santihopal Banik
Deed Writer
Siliguri
L.C. no 30/1984.

No- 140 Date 6.3.90 Sold to Siliguri Motels P.VT Ltd -
 of Siliguri N.J stamps were Rs 25000/- issued to him sd
 Illegible 6/3/90 Stamp Head clerk Siliguri Treasury ..
 No- 140 Date 6.3.90 Sold to Siliguri Motels P.VT Ltd of Silg
 N.J stamps were Rs 25000/- issued to him sd - Illegible
 6/3/90 Stamp Head clerk Siliguri Treasury No 140
 Date 6.3.90 Sold to Siliguri Motels P.VT Ltd of Silg
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 140 Date 6.3.90 Sold to Siliguri Motels Pvt Ltd of
 Silg N.J stamps were Rs 25000/- issued to him sd
 Illegible 6/3/90 Stamp Head clerk Siliguri Treasury .

Copy - dly - No - dly - comp - dly .
 Joyvree Ganguly Sewaprasanna Manna dat
 4-4-90 4-4-90 4-4-90

Agreed to be true Copy of a
 rent which has not yet been
 subscribed in the Registrar Book
 4-4-90
 Sub-Reg 140
 Siliguri

