



157

23  
 75.000/-  
 814  
 821  
 28  
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As witness  
 As consignor  
 Attorney of Motor  
 Harak Singh Rai  
 Charnsey Chakraborty

Stamp: THE INDIAN LEGAL SYSTEM ACT 1950  
 Section 17, Part II, Sub-section (1)  
 Stamp Paid Rs. 10/-  
 Rs. 10/2/199

INDENTURE OF CONVEYANCE

Dr. C. C. ... 172 ...  
 820/-  
 811/-  
 8.18/-  
 76 = ...  
 81 902/5

R.P. WAREHOUSE & TEA INDUSTRIES LTD.  
 A. L. Arora  
 DIRECTOR

3182  
Majori Harak Rai

Singh  
Jugal Doyalun

Om

15<sup>th</sup> Feb 1953

Dharma raj Chhetri  
Sulip Bey

157299  
Act XXI of 1922, Jalpaiguri



BE MIO 1912



212

BE MIO 1912 as Consulate  
attorney of Major Harak  
Singh Rai

Sulip Bey  
Rajendra Mohan Singh  
of Rai Khatpara  
an constituent army of  
Major Harak Singh Rai  
Sharma raj Chhetri  
Charges Bahadur Wami  
Saligraha P.S. Dakshin  
of Tal by Gate side by Tark



213

Dharmaraj Chhetri

214

Rajendra Mohan Singh  
Manendra Narayan  
Rajendra Mohan Singh  
Charges Bahadur Wami  
Saligraha P.S. Dakshin  
of Tal by Gate side by Tark

157299  
Act XXI of 1922, Jalpaiguri

157299  
Act XXI of 1922, Jalpaiguri

1000Rs.



*As witness  
As Consistent of  
a Hornet of Major  
Harak Singh Rai  
Dharmraj Chakraborty*

DATED THIS 15<sup>th</sup> DAY OF February 1999

R.P. WAREHOUSE & TEA INDUSTRIES LTD.

*A. L. Arora*  
DIRECTOR



*Bentley  
 As Consulate  
 attorney of Major  
 Harak Singh Rai  
 Dharmaraj Chettri*

B E T W E E N

MAJORE HARAK SINGH RAI

1ST PART

A N D

DHARMARAJ CHETTRI

2ND PART

A N D

R. P. WAREHOUSE & TEA INDUSTRIES LIMITED

3RD PART

R.P. WAREHOUSE & TEA INDUSTRIES LTD.

*A. L. Arora*  
 DIRECTOR

10 Rs.



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TEN RUPEES

10RS

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As constituted

attorney of Major

Harak Singh Roy

Dharmraj Chakraborty

THIS INDENTURE OF CONVEYANCE made this 15<sup>th</sup> day of Feb.

One thousand nine hundred ninety nine BETWEEN MAJORE HARAK SINGH  
RAI son of late Buman Rai residing at Barbatia, P.S. and District Darjeeling at present  
Siliguri District Darjeeling by creed Hindu by occupation landholder represented by his  
constituted attorney Dilip Dey son of late Rajendra Mohan Dey residing at Raikotpara.

R.P. WAREHOUSE & TEA INDUSTRIES LTD.

*A. L. Arora*

DIRECTOR

previously  
as consistent  
attorney of  
Major Harak  
Singh Rai  
Dharmaraj  
Chhetri

Jalpaiguri hereinafter referred to as "the VENDOR" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs executors administrators and legal representatives) of the First Part, DHARMARAJ CHHETTRI, son of Late Kharga Bahadur Chhettri, by creed Hindu, by occupation teacher residing at Salugara, P.O. Salugara, P.S. Bhaktinagar, Sevoke Road, Siliguri, District Darjeeling hereinafter referred to as "the CONFIRMING PARTY" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators and legal representatives) of the Second Part AND R.P.WAREHOUSE & TEA INDUSTRIES LIMITED a company incorporated under the Companies Act, 1956 and having its registered office at 6, Lyons Range (5th Floor) Calcutta-700 001 and Warehouse at 3rd Mile, Sevoke Road, Siliguri hereinafter referred to as "the PURCHASER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors and assigns) of the Third Part.

WHEREAS:

1. By a Bengali Kobala dated the 18th April, 1965 made between Bhabakanta Roy therein referred to as the vendor of the one part and Majore Harak Singh Rai the Vendor herein and therein referred to as the purchaser of the other part and registered at the Office of the District Sub-Registrar at Jalpaiguri in Book No.I Volume No.30 Pages 257 to 259 Being No.3199 for the year 1965 the said Bhabakanta Roy for the consideration therein mentioned sold granted transferred and conveyed unto the said Majore Harak Singh Rai a piece or parcel of land measuring 16 1/2 decimal equivalent to 10 cottahs be the same a little more or less being Dag Nos.112, 113, 112/344 and 112/347 under Khatian No.188 in Mouza Dabgram, Pargana Baikunthapur, Police Station Rajgung in

R.P. WAREHOUSE & TEA INDUSTRIES LTD.

  
DIRECTOR

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 As Considered  
 Attorney of  
 Major Harak  
 Singh Rai  
 Dharmaraj  
 Chhetri

the District of Jalpaiguri and more particularly described in the Schedule thereunder written absolutely and forever (hereinafter referred to as the said premises)..

2. By a Registered General Power of Attorney dated 20th March, 1992 the Vendor has appointed the said Dilip Dey as his Constituted Attorney with power, inter alia, to transfer by sale, gift, exchange, partition or otherwise dispose of the said premises more particularly described in the schedule thereunder written.

3. In pursuance of the said General Power of Attorney dated 20th March, 1992 the said Dilip Dey by an Agreement for Sale dated 2nd April, 1996 agreed to sell and the said Dharmaraj Chhetri, the Confirming Party herein, agreed to purchase a piece or parcel of land measuring 4 Cottahs 12 Chittaks 32 Square feet more or less being part of Dag Nos. 112 and 113 under Khatian No. 188 in Mouza Dabgram, P.S. Rajganj in the District of Jalpaiguri.

4. The said Confirming Party is no longer interested in purchasing the said piece or parcel of land from the said Dilip Dey.

5. The Vendor is seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession or an estate equivalent or analogous thereto and free from all encumbrances whatsoever the said premises.

6. The Vendor has agreed to sell and the Purchaser has agreed to purchase a demarcated portion of the said premises containing an area of 8 1/4 decimal equivalent to 4 Cottahs 12 Chittacks 32 Square feet be the same a little more or less being part of Dag No. 112 under Khatian No. 188 in Mouza Dabgram, Police Station Rajgunj in the





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 as Consistent  
 attorney of  
 Moga Hanak  
 Sabya Rai  
 Dharmoddy  
 Chhethi

thereto AND the reversion or reversions remainder or remainders and the rents issues and profits thereof and every part thereof AND all the estate right title interest claim use inheritance trust possession property or demand whatsoever of the Vendor both at law or in equity in to upon or in respect of the said property AND all deeds pattahs muniments writings and other evidence of title exclusively relating to or concerning the said property which now are or is or any time or times hereafter shall or may be in the possession custody or power of the Vendor or any person or persons from whom the Vendor can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said property hereby sold granted transferred conveyed assigned and assured or otherwise expressed or intended so to be and every part thereof unto and to the use of the Purchaser absolutely and forever.

2. The Vendor doth hereby covenant with the Purchaser as follows :-

- (a) That notwithstanding any act deed matter or thing whatsoever heretofore done or executed or knowingly suffered by the Vendor to the contrary the Vendor is lawfully rightfully and absolutely seised and possessed of or otherwise well and sufficiently entitled to the said property hereby sold granted transferred conveyed assigned and assured or otherwise expressed or intended so to be and every part thereof unto and to the use of the Purchaser as an absolute and indefeasible estate or an estate of inheritance in fee simple without any manner or conditions use trust or other thing whatsoever to alter defeat encumber or make void the same and the said property has not vested in the State of West Bengal and is not acquisitioned or requisitioned by the Government or any public body or authority whatsoever.

*Behind  
are consistent  
attorney of  
Major Frank  
Slough Rai  
Dharmanay  
Chakrabarti*

(b) That the Vendor has good right full power and absolute and indefeasible authority to sell grant transfer convey assign and assure the said property hereby sold granted transferred conveyed assigned and assured or otherwise expressed or intended so to be and every part thereof unto and to the use of the Purchaser in manner aforesaid and according to the true intent and meaning of these presents.

(c) That it shall be lawful for the Purchaser at all times hereafter peaceably and quietly to enter into and upon and hold possess and enjoy the said property and receive the rents issues and profits thereof without any lawful eviction interruption disturbance claim or demand whatsoever from or by the Vendor or any person or persons having or lawfully or equitably claiming any estate right title and interest whatsoever in the said property from through under or in trust for the Vendor and that free and clear and freely and clearly and absolutely acquitted exonerated and forever discharged or otherwise by the Vendor well and sufficiently saved defended kept harmless and indemnified of from and against all charges and encumbrances whatsoever made done executed occasioned or knowingly suffered by the Vendor.

(d) That the Vendor and all persons having or lawfully or equitably claiming any estate right title or interest whatsoever in the said property from through under or in trust for the Vendor shall and will from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser make do acknowledge and execute or cause to be made done acknowledged and executed all such further and other acts deeds

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things and assurances whatsoever for further better and more perfectly assuring the said property hereby sold granted transferred conveyed assigned and assured unto and to the use of the Purchaser as shall or may be reasonably required.

- (e) That the Vendor doth hereby accord his consent to the Purchaser mutating their name in the Municipality and in the Office of the B.L. & L.R.O. or any other Appropriate Authority in respect of the said property.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT a piece or parcel of land containing by admeasurement an area of 8 1/4 decimal equivalent to 4 Cottahs 12 Chittacks 32 Square feet be the same a little more or less situate at Mouza Dabgram, P.S. Bhakti Nagar, Pargana Baikunthapur Sub-Registration Office Jalpaiguri J.L.No.2 R.S.No.45 Touzi No.3 being portion of Dag No.112 under Khatian No.188 in Sheet No.5 in the District of Jalpaiguri and butted and bounded as follows:

On the North by : Anchal Road  
 On the East by : Land of Bani Dey  
 On the South by : R.P. Ware House Land  
 On the West by : Land of Kamal Tewari

and delineated in the map or plan hereto annexed and thereon bordered red.

Wetland  
As Constituted  
Attorney of  
Mayor Hara  
Sudh Rai  
Dharmaraj  
Chhetri

In respect of the said land a proportionate annual revenue of Rs.1.43 P. is payable to the Collector of Jalpaiguri on behalf of the State of West Bengal appertaining to and forming part of 16.5 Decimal of land at an annual rent of Rs.2.86 paise.

IN WITNESS WHEREOF the Vendor and the Confirming Party hereto have hereunto executed these presents the day month and year first above written.

SIGNED AND DELIVERED by the Vendor through his constituted attorney Shri Dilip Dey at Jalpaiguri in the presence of:

1. *Handwritten signature in Bengali script*

2. *Amun Chatterjee Siliguri*

SIGNED by the Confirming Party Shri Dharmaraj Chhetri at Jalpaiguri in the presence of:

1. *Handwritten signature in Bengali script*  
2. *Handwritten signature in Bengali script*

Prepared by me

*Pijush Kanti Sarkar*  
(Pijush Kanti Sarkar)  
Deed Writer, Jalpaiguri  
Licence No. 26

R.P. WAREHOUSE & TEA INDUSTRIES LTD.

*All Arun*  
DIRECTOR

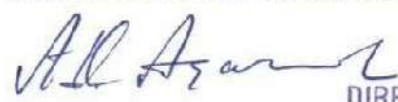
উদ্ভূত হইয়া  
অস্বীকার  
অর্থের  
মালিক হইয়া  
স্বয়ং  
ধর্মরাজ  
চট্টো

RECEIVED of and from the within named Purchaser :  
the within mentioned sum of Rs.75,000/- ( Rupees :  
Seventyfive thousand only) being the full consideration : Rs.75,000/-  
money within expressed to have been paid by them to :  
me as follows:- :

MEMO OF CONSIDERATION

1. By Cheque No. 685827 dated 3rd October, 1998 drawn in favour of Mr Dharmaraj Chhettri at a request of Mr Dilip Dey on Allahabad Bank, Siliguri Branch, for Rs.18,000/-
2. By Demand Draft No. 980816/203 dated 21st December, 1998 issued by Allahabad Bank, Calcutta Main Branch in favour of Mr Dilip Dey for Rs.10,000/-
3. By Demand Draft No.980817/204 dated 21st December, 1998 issued by Allahabad Bank, Calcutta Main Branch, in favour of Mr Dilip Dey for Rs.10,000/-
4. By cash paid to Mr Dilip Dey on Rs.37,000/-  
Rs.75,000/-  
=====

(Rupees Seventy Five thousand only)

R.P. WAREHOUSE & TEA INDUSTRIES LTD.  
  
DIRECTOR

the parties  
are consistent  
attorney of  
Major Haseeb  
Sahin Rai

RECEIVED of and from the within named Purchaser :  
the within mentioned sum of Rs.75,000/- ( Rupees :  
Seventyfive thousand only) being the full consideration : Rs.75,000/-  
money within expressed to have been paid by them to :  
me as follows:- :

MEMO OF CONSIDERATION

R.P. WAREHOUSE & TEA INDUSTRIES LTD.

*A. H. Azam*  
DIRECTOR

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