

T 3542 200Rs.



23 - A 69.50
 4.30 - 1.80
 71.30

15/4/33
 10/4/33

8/4/33
 DEED OF CONVEYANCE

THIS INSTRUMENT MADE this day the 6th April, 1933.

BETWEEN

Shri Jabon Singh Roy Son of Late Khepra Singh Roy Hindu
 by religion, cultivator by occupation resident of Dabganj
 Salugara P.S. Rajganj, District Jalpaiguri hereinafter
 called the VENDOR (which expression shall mean and include
 unless excluded by or repugnant to the context his heirs,
 executors, administrators representatives and assigns) of
 the ONE PART.

Deed of Conveyance

Value of Rs. 8000/-
 area of land
 .50 dec. P.S.
 Rajganj, Dist.
 Jalpaiguri.

R.P. WAREHOUSE & TEA INDUSTRIES LTD.

All Aram
 DIRECTOR

200Rs.



- 2 -

रिजिस्ट्रार
जलपाइगुरी
दस्तावेज
नं. 3075
दि. 24/5/47

A N D

R.P. Warehouse & Tea Industries Ltd. a Business Firm having its Office at 6, Lyons Range (5th floor) Calcutta-700001 hereinafter called the PURCHASER (which expression shall mean and include unless excluded by or repugnant to the context its successors, executors, administrators, representatives and assigns in office) of the OTHER PART.

WHEREAS the land situated in P.S. Rajganj District Jalpaiguri within Pargana Brikunthapur Mouja Dabgram Khatain No. 675/8 total area of land 17.70 dec. out of that measuring 4.42¹ dec. of land purchased by the Vendor of a registered Sale Deed No. 3075 on 24/5/47 at the District Sub-Registry Office, Jalpaiguri from Manjanswari W/O. Late Par n Singh Das of Dabgram P.S. Rajganj, Dist.

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387 of 1952 of P.S. /
10/9/80
R.P. Warehouse & Tea Industries Ltd.

Jalpaiguri and thereafter the Vendor recorded the said land in his name in revisional settlement Khatian No. 313/2 and Khatian No. 187 Sheet No. 5 Plot No. 343 area of land measuring .40 dec. of land acquired by the Vendor by a registered Deed of Exchange No. 2178 on 13.5.80 at the Rajganj Sub-Registry Office Jalpaiguri and the vendor is in actual khas and physical possession in and over the said landed property having permanent heritable and transferable right title and interest therein and has been possessing and enjoying the same free from all encumbrances whatsoever and paying the rent etc. to the landlord the State of West Bengal, regularly.

A N D

WHEREAS the Vendor being in need of money for acquiring of more profitable properties elsewhere has offered for sell his said land fully described in the Schedule below, free from all encumbrances whatsoever.

A N D

WHEREAS the purchaser being in need of a Plot of land has accepted the said offer of the Vendor described in the schedule below at a consideration of Rs. 8,000/- (Rupees eight thousand) only, free from all encumbrances whatsoever.

WHEREAS the Vendor has accepted the price so offered by the purchaser as fair and reasonable price in view of the prevailing highest market rate of land and has agreed to

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sell the said land fully described in the schedule below at a consideration of Rs.8,000/- (Rupees eight thousand) only free from all encumbrances whatsoever upto the purchaser and the said land is transferred in the manner as appearing hereinafter.

NOW THIS DEED WITNESSETH, that in pursuance of the said offer acceptance and also in consideration of the said price of the sum of Rs.8,000/- (Rupees eight thousand) only paid in cash by the purchaser to the Vendor (the receipt whereof the vendor does hereby acknowledge and grant full discharge to the purchaser from the payment thereof.

The Vendor does hereby grant, convey, transfer assign upto the purchaser of the land described in the schedule below and make over possession thereof to the purchaser together with all rights, liberties, easements, appendices, appurtenances belong to or in any way appertaining to the said land as the absolute estate free from all encumbrances and all the rights title and interest of the vendor unto or upon the land hereby conveyed, expressed or intended so to be TO HAVE AND TO HOLD the same subject to the payment of rent payable to the landlord state of West Bengal.

And the Vendor does hereby covenant with the purchaser that the interest which the vendor profess to transfer subject and the vendor has full authority to transfer the land hereby transferred expressed or intended so to be unto the purchaser in the manner aforesaid the vendor or any person claiming under him shall and will from time to time at all times hereafter at the request and cost of the purchaser do execute all such acts, deeds and things whatsoever and further and more

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15/5/1950
R.P. Warehouse & Tea Industries Ltd.
Director

more effectually assuring the enjoyment and possession of the purchaser thereof and therein as shall and may be required.

The Vendor further covenant that all rents and other public charges payable from the property hereby transferred or expressed or intended so to be that has accepted dues upto the date of these presents has been paid all other covenants and conditions required to be observed and performed and in case if it transpires otherwise, the vendor shall be liable to indemnify the purchaser for any loss resulting from any such non-payment, non-observance and non-performance as aforesaid.

The vendor further declare that the entire property forming the subject matter of the present conveyance is in khas and actual possession of the vendor at the date of these presents. If for any defect of title or for any act done or suffered to be done by these presents the purchaser is deprived of possession or enjoyment of the property hereby transferred or expressed or intended so to be by these presents or any part thereof the vendor shall be liable to return to the purchaser the full or proportionate part of the consideration money as the case may be together with interest from the date of such deprivation or dispossession and shall also be liable for adequate compensation for any loss or injury standing there to be sustained by the purchaser.

It is further declared that the vendor has not transferred or entered into any binding contract to any other person to sell or to transfer otherwise the property hereby conveyed by these presents or any part thereof and there exists no such contract at the date of these presents or any part thereof and there exists no such contract or if any

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Atul Arora
DIRECTOR

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of the recitals made herein are proved to be false the Vendor shall be liable to indemnify the purchaser adequately for the loss and injury to be sustained by the purchaser in consequence thereof.

SCHEDULE OF LAND (A)

All that piece and parcel of riyati land measuring .38 (thirty eight) Dec. of land at an annual rent of Rs.1.45 p. only appertaining to and forming part of 6.95 dec. of land at an annual rent of Rs.30/3/6 pias only, the proportionate rent for the demised plot of land is payable to the State of West Bengal represented by the J.L.R.O. Rajganj, situated within Pargana Baikunthapur Mouja Dabgram P.S. Rajganj, S.R. Office and District Jalpaiguri recorded in R.S. Khatian No. 313/2 (three hundred thirteen by two) included in Sheet No. 5, C.S. Plot No. 114/193 (one hundred fourteen bata one hundred ninety three) area of land measuring 2.16 dec. of land out of that .38 (thirty eight) dec. of land is hereby sold by the Vendor by these presents.

SCHEDULE 'B'

All that piece and parcel of riyati land measuring .12 dec. (twelve) dec. of land at an annual rent of Rs.0.45 paise only appertaining to and forming part of .40 dec. of land The proportionate rent for the demised plot of land is payable to the State of West Bengal represented by the J.L.R.O. Rajganj situated within Pargana Baikunthapur Mouja Dabgram, P.S. Rajganj, Sub-Registry Office & District Jalpaiguri recorded in Khatian No.187 Hal Khandu Khatian No. 187/1

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included in sheet No. 5 C.S. Plot No. 112/343 total area of land .40 dec. acquired by the Vendor registered Deed of Exchange out of that .12 dec. of land is hereby sold by the Vendor by these presents.

Total .50 dec. (point fifty decimals of land) are hereby sold by the Vendor in the above A & B Schedule.

The aforesaid demised plot of land is bounded as follows :-

- North :- Bindaban and others.
- South :- Own land of the purchaser. & Rajani Kanta Roy.
- East :- Own land of the seller.
- West :- Land of Dhruvatosh Chowdhury.

IN WITNESS WHEREOF the Vendor does hereunto set his hand on this document on the day, month and year first above written.

Handwritten signature of the Vendor, followed by a dotted line and the text "(Signature of the Vendor)".

Witnesses

1. [Handwritten signature]
2. Pijush Kanti Sarkar
[Handwritten signature]

Drafted and read over and explained the Contents of this document by me to the Vendor.

Pijush Kanti Sarkar

(Pijush Kanti Sarkar)
Deed writer,
Jalpaiguri.

Typed by me,
[Handwritten signature]
(Nripen Dutta) Typist,
Jalpaiguri.



U.S. DEPARTMENT OF JUSTICE
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200 WEST STREET
NEW YORK, N.Y. 10038
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