

10 Ru.



I 6189.

Stamp Rs. 750/. + 750/. + 750/.  
+ 750/. + 750/. + 750/. + 750/. + 750/. + 81. 88/.  
+ 10p. = Rs. 3216/.

I 6189.

conveyance area of land

802 2.32 acres 7/100th

No 313/2 Dag No

114/175 & No 114/193

Phalguni Benerjee.

Benerjee.

295.50 Muzer Dabgram

298.50 Panagara Baikun-

The four P.S. Rajgarh

Dist - Garoia

consideration Rs. 49,000/-

Deed of conveyance this

deed of conveyance is made

on this the 14th day of

December one thousand nine

hundred seventy six A.D.

between Messrs Rameswar

Stampable under Rule 7 and under Rule  
141/1976 Stamped  
in accordance with  
the provisions of the  
Stamp Act, 1958  
Schedule II, Part I  
Rs. 2/3  
Rs. 295.50  
Rs. 298.50  
Rs. 3.00

Sd/- H. R.  
14.12.76.

For attestation for Registration at 12:20  
14/12/76 at the  
Additional District Sub-Registry Office  
Executive/Clerk

Phalguni Benerjee.  
one of the parties.  
Phalguni Benerjee.

Sd/- H. R.  
14.12.76.

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tea plantation and engineering  
 industries limited a company re-  
 ceived under the Indian companies  
 Act with registered office at No 4. 97  
 diam exchange place Cochin  
 other called the 2nd page S. Phalgun  
 Benerjee S. Tridib Benerjee page 2 pur-  
 chaser (which expression shall unless  
 excluded by or repugnant to the context  
 mean and include its successors and  
 assigns) of the one part and ① Sri  
 Phalguni Benerjee and ② Sri Tridib  
 Benerjee both sons of Sri ~~Amiya~~  
 Amiya Nath Benerjee Head of family  
 business by occupation resident of  
 Serove Road Seihyami police station  
 and post office Seihyami District Darj-  
 eeling hereinafter called the vendor  
 which expression shall unless exclu-  
 ded by or repugnant to the context  
 mean and include their heirs

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and transferable right title and interest in the said land which they are possessing peacefully and without any interruption whatsoever since the time of such purchase and (Shri <sup>Dr</sup> P. Phalguni Bhojra ~~to~~ <sup>Dr</sup> Tordeeb Bhojra) page 5 whereas the vendors being in need of money for making profitable and lucrative investment offered for sale of the entire land measuring 2.32 acres (two point thirty two acres) and fully described in the schedule below and when the purchasers being in need of good part of land for the purpose of construction and user - agreed to purchase the said land - measuring 2.32 acres (two point thirty

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executors administrators representa-  
tives and assigns of the other part  
(3rd page) so. Phelguni Benerjee.  
so. Trikut Benerjee) page. 3. Where  
one srimati Chameli Devi wife of Sri  
Piyarajal Deywala resident of Serik  
Road Siliguri had purchased all that  
piece or parcel of land measuring 2.  
32 acres by virtue of two separate  
sale deeds being deed No 2706 of 1963  
executed by Sri Sheshankar Prasad  
Saha son of Sri Swarika Saha Saha  
on 30-3-63. and registered in the office  
of District Sub. Registrar - Gopabandhu  
in book No of volume No 35 pages 157  
to 170 for sale of 1.66. acres and deed  
No 3106 of 1965 executed by srimati  
Gudrapati Devi mother and natural  
guardian of her minor son Sri Raj-  
Narayan Prasad Saha son of late.

Laxmi prasad sonar on 26.4.65  
and registered in the office of District  
Sub. Registrar Jajpurangi in Book No I  
Volume No 37 pages 115 to 117 for the sale  
of 66 (Sixty six) sq. phalgua Bamarje  
(2.32 acres Bamarje) page 4. acres and  
was in actual and physical -  
possession of the said land. And where-  
as the said Srimatee charanji Devi  
wife of Sri pyaralal Agarwala sold  
the said 2.32 acres of land bully  
described in the schedule below to the  
vendors by virtue of a sale deed exe-  
cuted by her on 11.5.75 and presen-  
ted for registration before District  
Sub. Registrar Jajpurangi on 4.6.75  
having been registered in Book No I  
Volume No 102 pages 51 to 56 being  
Deed 6814 for the year 1975 whereby  
the vendors got permanent heritable

two acres) being described in the  
Schedule below free from all en-  
cumbrances what so ever and offer-  
ed as per Rs 49.000 / Rupees  
fourty nine thousand only as price then  
of and (6th page) Pheguni Bazaar  
So. Trideeb Bazaar) page 6. Whereas  
the vendors finding the price so offered  
by the purchaser very reasonable  
and fair accepted the said offer  
and agreed to sell the said 2.32 acres  
two point thirty two acres) of land  
being described in the Schedule below  
free from all encumbrances what so-  
ever for Rs 49.000 Rupees forty nine  
thousand only. Now this is done wit-  
nesseth that in presence of the abo-  
ve said offer acceptance and

agreement and also in considera-  
tion of Rs. 49,000/- Rupees forty  
nine thousand only paid by the  
purchaser to the vendors the reci-  
pt whereof the vendors do hereby  
acknowledge and grant full dischu-  
rge to the purchaser from the  
payments thereof the vendors do  
hereby convey grant assign and  
transfer unto the purchaser (with-  
page) P. J. G. M. Benerjee. (with-  
Benerjee) page 7. The land measur-  
ing 2.32 acres two point thirty two  
acres described in the schedule  
below and more over possession there-  
of to the purchaser together with  
all rights liberties privileges ease-  
ments appendices and appurtenan-  
ces belonging to or in any way  
appertaining to the said land as on

absolute estate. together with -  
right or interest in and upon  
the property hereby from or ~~expressed~~  
expressed or intended so to be  
to have and to hold the same -  
subject to the payment of rent to  
The superior owner the state of West  
Bengal and the vendors do hereby  
covenant with the purchaser that  
the interest which the vendors pro-  
cess to transfer subsist and the vendors  
have full authority to transfer the  
land hereby transferred or express-  
ed or intended so to be unto the  
purchaser in the manner (8/15 page)  
page 8 as above said and the  
vendors or any person claiming  
under them shall and will from  
time to time at all times -



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hereafter at the request of the purchaser do execute all such acts deeds and things whatsoever for his use and more effectually assuring the enjoyment and possession of the purchaser thereof and therein as shall and may be required. It is further covenanted by the vendors that there exists no charge mortgage attachment or any other encumbrances on the properties hereby transferred or expressed or intended so to be on any part thereof at the date of these presents and in the event of discovery of any such charge mortgage attachment or encumbrance what so ever the vendors

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shall be liable to be dealt with according to law and shall be liable to be dealt with according to law and shall also be liable to compensate the purchaser for any loss or injury that the purchaser shall have to sustain in consequence.

There of (9/12 page) पहालगुनि बनेये. St. (10/12 page) पहालगुनि बनेये. St. The vendors further covenant with purchaser that all rents and other public charges payable for the properties hereby transferred or expressed or intended to be that have accrued up to the date of these presents have been paid and all other covenants and conditions required to be observed and performed by the vendors in relation to the said properties have been observed and performed and in case it transpires otherwise the vendors shall be liable to indemnify the purchaser for any loss resulting from any such

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non payment non observance and non performance as aforesaid. The vendors further declare that the entire properties forming the subject matter of the present conveyance was in their and actual possession of the vendors at the date of these presents it for any defect of title or for any act done or suffered to be done by the vendors in any (10th page) page 10 (see) way with respect to the properties hereby transferred or expressed or intended so to be by these presents the purchaser is deprived of possession or enjoyment of the properties here by transferred or expressed or intended so to be by these presents or any part thereof the vendors shall be liable to return to the purchaser the full or proportionate part of the

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*W. H. Arundell*  
DIRECTOR

consideration money as the case may  
be together with interest at the rate of  
eighteen percent per annum and  
shall also be liable for adequate  
compensation for any loss or in-  
jury attending ~~thereon~~ <sup>there</sup> thereto to be  
sustained by the purchaser and  
for expenses incurred for improve-  
ment of the properties. It is hereby  
further declared by the vendors that  
the vendors have not entered into  
any binding contract with any other  
person whatsoever to sell or trans-  
fer other wise the properties conve-  
yed by these (11th page Sri Phalguni  
Benerjee. Sri. Taidip Benerjee) presents or ex-  
pressed or intended to be on any part  
thereof and that there subsists no such  
contract at the date of these presents and  
in the event of discovery of any such  
contract of sale or transfer existing with  
respect to the above said properties or

any part thereof at the date of the execution of these presents or if any of the recitals made herein are proved or found to be false the vendors shall also be liable to compensate the purchaser adequately for the loss or injury to be sustained by the purchaser in consequence thereof.

== Schedule of the land. ==

All that piece or parcel of land measuring 2.32 acres (two point three two acres) appertaining to Khadian No 313/2 Three one Three by two) Jag No 114/175 (one one four by one seven five) for 1.57 acres (one point five seven acres) and No 114/193 (one one four by one nine three (for 75 acre point seven five acre) within paragana Baridamtho pwr mauza Badgaon T.L. No. 2 (two Touzi No 3 (Three sheet No 5 (five) within police station Baygay and sub division and sub-Registry Baridamtho Jajpuri under district Jajpuri.

The land is better and bounded as follows -

North by road of Rupa prasad  
 Sonar south by road of Sita kany  
 and Sampat Agarwal. (21st page, page  
 12. sd. Phelgiri Benerjee. sd. ~~Pradip~~  
 Pradip Benerjee.) East road of Jawan  
 Singh. West by Sevoke Road. prepared  
 for sale and payable to the state of  
 West Bengal. is Rs 11/-. Taxes Eleven  
 only Total area of land sold 7 Bighas  
 Value Rs 49,000/- Rs. 7,000/- per Bigha —  
 approximately in witness whereof the  
 vendors set their hands on the long  
 month and year first above written.  
 sd. drafted and typed in the office  
 of Shri R. K. Chatterjee Advocate Siliguri  
 Dist Darjeeling. witnesses sd. S. K.  
 Aggarwala Advocate. Siliguri sd. Binoy  
 Ch. Bhattacharya. gumpaigni No 467 of 7-12-  
 76 Rameswar prasad plantation + Engineer-  
 ing industries Ltd. 4. Indian exchange  
 place Calcutta dt. J. Stamp of stamp  
 worth of Rs. 5316/- - 750 x 7 = 52-50-00 +  
 50 x 1 = 50-00 + 8 x 2 = 16-00 = Rs. 5316-00 sd. illegible

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 DIRECTOR

53161. Below contained no 467 dt 7.12.76  
so illegible. 7.12.76 clerk in charge. Sub.  
Treasury Stamp Dept. Siliguri sold to  
Mrs. Rameswar Porewal Plantation & Engin-  
eering Industries Ltd. 4 Indian Exchange  
Place Calcutta N.J. CF Stamp worth of  
Rs. 5316 / Below contained no 467 dt  
7-12-76 so illegible 7.12.76 clerk in charge  
Sub. Treasury Stamp Dept. Siliguri sold  
to Mrs. Rameswar Porewal Plantation  
& Engineering Industries Ltd. 4 Indian Exchange  
Place Calcutta N.J. Stamp worth of  
5316 / Below contained no 467 dt. 7.12.76 so  
illegible 7.12.76 clerk charge. Sub. Treasury  
Stamp Dept. Siliguri No 467 dt 7.12.76.  
Sold to Mrs. Rameswar Porewal Plantation  
& Engineering Industries Ltd. or 4 Indian  
Exchange Place Calcutta N.J. Stamp worth of  
Rs. 5316. So illegible 7.12.76 clerk in charge  
Sub. Treasury Stamp Dept. Siliguri No 467  
dt 7.12.76 sold to Mrs. Rameswar Porewal  
Plantation & Engineering Industries Ltd.  
or 4 Indian Exchange Place Calcutta N.J.  
Stamp worth - Rs. 5316 / So illegible. 7.12.76  
~~change in clerk~~ clerk in charge. Sub. Treas-

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