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পশ্চিমবঙ্গ पश्चिम् बंगाल WEST BENGAL

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Certified that the document is admitted to Registration and the Signature Sheet and the Endorsement Sheet attached to his Document are part of this Document

Dristnet Sub-Registrar 1 7 MAY 2011

DEED OF CONVEYINGE

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SL. No. 225 Date 13-04-2011

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Value 5000 - Rupees Five Thousand only

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Govt. Stamp Vender
A.D.S.R. Office Bagdogra
L/No- 539-R.M/Darjeeling
Year 2007



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District Sub Registrar



#### **DEED OF CONVEYANCE**

# THIS INDENTURE MADE ON THIS THE 17th Day of May 2011

**CONVEYANCE** 

PARGANA-BAIKUNTHAPUR

MOUZA-DABGRAM

P. S- BHAKTINAGAR

DIST. JALPAIGURI

AREA: 1.75(ONE POINT SEVEN FIVE) KATHAS

CONSIDERATION

Rs.5,00,000/=

J. L. NO. 02

SHEET.NO. 9

KHATIAN NO. 800

PLOT NO. 77/554

## SILIGURI MUNICIPAL CORPORATION

### **BETWEEN**

- 1. "KISHAN LAL AGARWAL & SONS", (P. A. No.AAIHK5660A) represented by its "KARTA" <u>SRI KISHAN LAL AGARWAL</u> S/O Late Kamla Prasad Agarwal, Hindu by Religion, Business by Occupation, Nationality by Indian, residing at S.P. Mukherjee Road, Khalpara, P.O & P.S-Siliguri, Dist-Darjeeling.
- 2. SMT. NISHA AGARWAL(P. A. No.AJFPA6452Q) W/O Sri Kishan Lal Agarwal, Hindu by Religion, Business by Occupation, Nationality by Indian, residing at S.P. Mukherjee Road, Khalpara, P.O & P.S-Siliguri, Dist-Darjeeling.
- 3. SMT, REKHA KEDIA (P. A. No.AGWPK8909R) W/O Sri Manoj Kumar Kedia, Hindu by Religion, Business by Occupation, Nationality by Indian, residing at 32 Vidyasagar Road, Khalpara, Siliguri, P.O & P.S-Siliguri, Dist-Darjeeling.

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- **4. SMT. SUMITRA DEVI AGARWAL(P. A. No. ACCMPA3788R)** W/O Sri Kedarnath Kedia, Hindu by Religion, Business by Occupation, Nationality by Indian, residing at 32 Vidyasagar Road, Khalpara, Siliguri, P.O & P.S-Siliguri, Dist-Darjeeling.
- 5. SMT. NABITA KEDIA (P. A. No. ARTPK1161G) W/O Sri Ranjit Kedia, Hindu by Religion, Business by Occupation, Nationality by Indian, residing at 32 Vidyasagar Road, Khalpara, Siliguri, P.O & P.S-Siliguri, Dist-Darjeeling.
- 6. SRI KEDAR NATH AGARWAL (P. A. No.ACMPA3785C) S/O Late Hazari mal Agarwal, Hindu by Religion, Business by Occupation, Nationality by Indian, residing at 32 Vidyasagar Road, Khalpara, Siliguri, P.O & P.S-Siliguri, Dist-Darjeeling.

All are hereinafter jointly called the <u>"PURCHASERS"</u>(Which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, administrators, legal representatives and assigns) of the <u>ONE</u> PART.

#### AND

SRI JIREN ROY S/O Late Umel Singh Roy, Hindu by Religion, Business by Occupation, Nationality by Indian, residing at Jyotinagar, Siliguri, P.O-Sevoke Road, P.S-Bhaktinagar, Dist. Jalpaiguri, in the State of West Bengal, hereinafter called the "VENDOR" (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS the Vendor is the absolute owner in possession of all that piece and parcel of land measuring 8(Eight) Kathas 3(Three) Chhataks, appertaining to Plot No. 77/554, recorded in Khatian No. 800, situated at Mouza-Dabgram, J. L. No. 02, Sheet No. 9, Pargana-Baikunthapur, Addl. Dist. Sub-Registry Office Rajganj, Dist. Jalpaiguri, by virtue of Deed of Sale, recorded in Book No. I, Being Document No. 3383, for the year 2006, registered at Dist. Sub-Registry Office Jalpaiguri and shall ever since then the Vendor has been in exclusive and peaceful possession of land without any act of hindrance or obstruction from anybody and the aforesaid land is fully described in the schedule below.



**AND WHEREAS** the Vendor being in need of fund for investing the some lucrative business and for other family expenses has offer for sale the above referred to Land measuring 1.75(One Point Seven Five) Kathas, out of 8(Eight) Kathas 3(Three) Chhataks, for a total consideration of Rs.5,00,000/-(Rupees Five Lakhs) only and the aforesaid land is fully described in the below.

AND WHEREAS the Purchasers have learnt the intention of the Vendor to sell the aforesaid land fully described in the schedule below approached the Vendor and offered to Purchase the above referred to land measuring 1.75(One Point Seven Five)Kathas, out of 8(Eight) Kathas 3(Three) Chhataks, for a total consideration of Rs.5,00,000/-(Rupees Five Lakhs) only. Considering it to be the prevailing market price, free from all encumbrances and charges whatsoever.

AND WHEREAS the Vendor finding the said offer of the Purchasers lucrative and profitable, has accepted the same and agreed to sell to the Purchasers the said land measuring 1.75(One Point Seven Five) Kathas, out of 8(Eight) Kathas 3(Three) Chhataks, for a total consideration of Rs.5,00,000/-(Rupees Five Lakhs) only.

#### AND

## **NOW THIS INDENTURE WITNESSES AS FOLLOWS :-**

THAT in pursuance of the said offer and acceptance and also in consideration of Rs.5,00,000/-(Rupees Five Lakhs) only paid by the Purchasers to the Vendor, the receipt hereof the Vendor does hereby acknowledge and grant full discharge to the Purchasers from the payment thereof, the Vendor does hereby grant, assign, convey and transfer unto the Purchasers the aforesaid land as fully described in the schedule below and also makes over khas and peaceful possession thereof to the Purchasers together with all rights, including all liabilities, privileges, easements, appendices, appurtenances whatsoever in any way belonging to or in any manner appertaining thereto as absolute estate right, title and interest and unto and upon the land hereby conveyed, expressed or intended so to be **TO HAVE AND TO HOLD** the same subject to the payment of rents etc to the superior Landlord the State of West Bengal.



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District Sub-Registrar

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That the Vendor does hereby covenant with the Purchasers that the Purchasers may and shall at all times hereafter hold, possess and enjoy the said land as fully described in the schedule below and without any obstruction, interruption or disturbance by the Vendor or any person claiming through or under him.

#### AND

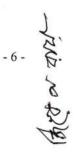
That the Vendor does hereby covenant with the Purchasers that the right, title and interest in the land as fully described in the schedule below and which the Vendor does hereby transfer subsist and the Vendor has good power and full authority to transfer the land hereby conveyed, expressed or intended so to be unto the Purchasers in the manner aforesaid.

THE VENDOR FURTHER DECLARES that he will from time to time and at all times hereafter at the request and cost of the Purchasers, shall execute and do all act, deeds and things whatsoever for further and more effectually assuring the enjoyment and possession of the Purchasers thereof and therein as shall and may be required.

IT IS FURTHER DECLARE That there exist no charge, mortgage, attachment or any other encumbrances whatsoever upon the said land hereby transferred, expressed or intended so to be or any part thereof at the time or the execution of this deed and in the event of discovery of any charge, mortgage or attachment or any other encumbrances whatsoever, the Vendor shall be liable to compensate the Purchasers for the loss or injury that the Purchasers may sustain in consequence thereof.







THE VENDOR FURTHER DECLARE that if for any defect in title or any act done or suffered to be done in any way with respect to the schedule land hereby conveyed, expressed or intended so to be by these presents, the Purchasers are deprived of possession or enjoyment of the aforesaid land 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, together with interest at the rate of 18%(Eighteen) percent per annum from the date of dispossession or deprivation and shall also be liable for adequate compensation or any loss or injury attending thereto to be sustained by the Purchasers.

THE VENDOR FURTHER DECLARE that the entire land forming subject matter of these presents are and were in the khas actual and physical possession of the Vendor at the date of these presents & the present position of land is Sahari & proposed use of land is Bastu.

THE VENDOR FURTHER covenant that all rents, taxes and other public charges payable for the land hereby transferred or expressed or intended so to be that have been accrued due up to the date of these presents, have been paid and all other covenants and conditions required to be observed or performed, have been so observed and performed and if it transpires otherwise, the Vendor shall be liable to indemnify the Purchasers for any loss resulting from the non-observance and non--performance as aforesaid.

IT IS FURTHER DECLARE by the Vendor that the Vendor has not entered into any binding contract with any other person or persons whatsoever to sell or to transfer otherwise the land conveyed and transferred by these presents or expressed or intended so to be or any part thereof and there subsist no such charge, mortgage, contract of sale or transfer existing with respect to the said land or any part thereof at the date of the execution of these presents and if any of the recitals made by the Vendor, is proved to be false, the Vendor shall be liable to indemnify the Purchasers adequately for the loss or injury to be sustained by the Purchasers in consequence thereof.

Contd. to next Sheet



## SCHEDULE

(Land hereby sold)

All that piece or parcel of Vacant Bastu land measuring 1.75(One Point Seven Five) Kathas, appertaining to Plot No. 77/554, recorded in Khatian No. 800, situated at Mouza-DABGRAM, J. L. No. 02, Sheet No. 9, Pargana-Baikunthapur, Within Siliguri Municipal Corporation in Ward No. "XXXXI", Police Station-Bhaktinagar, Addl. District Sub-Registry Office Rajganj, District-Jalpaiguri.

The said land is butted and bounded as follows:-

By the North:

Land of Today's Purchaser

By the South:

14 feet Wide Road

By the East

Sold land of Anjana Naskar

By the West

40 feet Wide Pucca Road

IN WITNESS WHEREOF THE VENDOR IN GOOD HEALTH AND CONCIOUS MIND HAS PUT HIS SIGNATURE ON THIS DEED OF SALE ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

### **WITNESSES:**

1. Tong of AZ Slott Amir Roy Beilchundh pally P.O- Sevok Roud P.S- makh Negar MST- galpeigeri

2. Mary In Kadie 2/0 Ahri Keden Halle Kodie R/0 32, V/dy asagus Road. 12hall para, P.o. + P.S. Sillyun Gan Gara

**VENDOR** 

Drafted and Printed in my Office

(Manoj Kumar Kedia) Advocate, Siliguri.

Regn No. WB/94/1997



## **MONEY RECEIPT**

SRI JIREN ROY S/O Late Umel Singh Roy, Hindu by Religion, Business by Occupation, Nationality by Indian, residing at Jyotinagar, Siliguri, P.O-Sevoke Road, P.S-Bhaktinagar, Dist. Jalpaiguri, in the State of West, hereby received Rs.5,00,000/-(Rupees Five Lakhs) only from 1. "KISHAN LAL AGARWAL AND SONS HUF", represented by its "KARTA" SRI KISHAN LAL AGARWAL S/O Late Kamla Prasad Agarwal, 2. SMT. NISHA AGARWAL W/O Sri Kishan Lal Agarwal, No. 1& 2 residing at S.P. Mukherjee Road, Khalpara, P.O & P.S-Siliguri, Dist-Darjeeling.3. SMT. REKHA KEDIA W/O Sri Manoj Kumar Kedia, 4. SMT. SUMITRA DEVI KEDIA W/O Sri Kedarnath Kedia (Agarwal), 5. SMT. NABITA KEDIA W/O Sri Ranjit Kedia, 6.SRI KEDAR NATH AGARWAL S/O Late Hazari mal Agarwal, No.3,4,5,& 6 residing at 32 Vidyasagar Road, Khalpara, Siliguri, P.O & P.S-Siliguri, Dist-Darjeeling.





## NAME OF PURCHASERS

its "KARTA" SRI KISHAN LAL AGARWAL SONS HUF", represented by its "KARTA" SRI KISHAN LAL AGARWAL S/O Late Kamla Prasad Agarwal, 2, SMT. NISHA AGARWAL W/O Sri Kishan Lal Agarwal, both residing at S.P. Mukherjee Road, Khalpara, P.O & P.S-Siliguri, Dist-Darjeeling, 3, SMT. REKHA KEDIA W/O Sri Manoj Kumar Kedia, 4, SMT. SUMITRA DEVI KEDIA W/O Sri Kedar nath Kedia (Agarwal), 5, SMT. NABITA KEDIA W/O Sri Ranjit Kedia, 6, SRI KEDAR NATH AGARWAL S/O Late Hazari mal Agarwal, No. 3,4,5 & 6 are residing at 32 Vidyasagar Road,

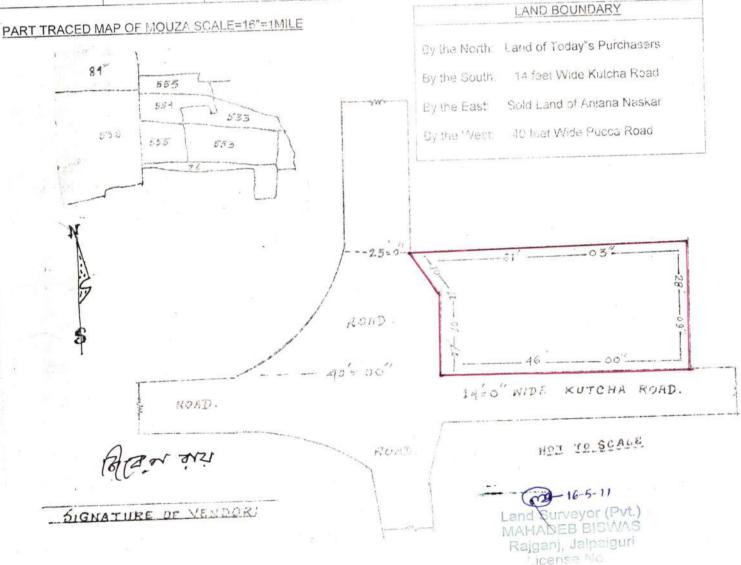
Khalpara, Siliguri, P.O & P.S-Siliguri, Dist-Darjeeling.

#### NAME OF VENDOR

SRI JIREN ROY (Rai) S/O Late Umel Singh Roy (Rai), residing at Jyotinagar, Siliguri, P.O-Sevoke Road, P.S-Bhaktinagar, Dist. Jalpaiguri, in the State of West Bengal

## SITE PLAN SHOWING THE LAND HEREBY SOLD BY THE VENDOR IN FAVOUR OF THE PURCHASER

LANDSCHEDULE Area Sheet Piot Khatian No. Police Mouza Pargana District No. No. Station 01.75 77/554 09 800 Bhaktinagar Baikunthapur Dabgram **JALPAIGURI** KATHAS





District Sub-Registrar

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Nisha Agarwal Signature With Date

Signature of R.O



1 7 MAY 2011

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#### Government of West Bengal

## Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the D.S.R. JALPAIGURI, District- Jalpaiguri

Signature / LTI Sheet of Serial No. 01649 / 2011, Deed No. (Book - I , 01777/2011)

I . Signature of the Presentant

Signature with date
14.2.11.
17.5.11.

II . Signature of the person(s) admitting the Execution at Office.

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Jiren Roy Address -Jyotinagar Siliguri, Thana:-Bhaktinagar, District:-Jalpaiguri, WEST BENGAL, India, P.O. :-Sevoke Road	Self		LTI	1320
			17/05/2011	17/05/2011	

Name of Identifier of above Person(s)

Nalbhalu Roy Baikuntha Pally, Thana:-Bhaktinagar, District:-Jalpaiguri, WEST BENGAL, India, P.O. :-Sevoke Road Signature of Identifier with Date

17.5-11

ON STRAP

District Sub-Registrar

17 MAY 2017



## Government Of West Bengal

Office Of the D.S.R. JALPAIGURI District:-Jalpaiguri

Endorsement For Deed Number: I - 01777 of 2011

(Serial No. 01649 of 2011)

( Pranab Acharya ) DISTRICT SUB-REGISTRAR





District Syx-Registrar

17 MAY 2011



## Government Of West Bengal

Office Of the D.S.R. JALPAIGURI District:-Jalpaiguri

## Endorsement For Deed Number : I - 01777 of 2011 (Serial No. 01649 of 2011)

On

#### Payment of Fees:

On 17/05/2011

## Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

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/-

#### Payment of Fees:

Amount By Cash

Rs. 6313/-, on 17/05/2011

( Under Article : A(1) = 6281/-, H = 28/-, M(b) = 4/- on 17/05/2011)

## Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-571538/-

Certified that the required stamp duty of this document is Rs.- 34292 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

#### Deficit stamp duty

Deficit stamp duty Rs. 29320/- is paid, by the draft number 760763, Draft Date 16/05/2011, Bank Name State Bank of India, SILIGURI, received on 17/05/2011

## Presentation(Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)

Presented for registration at 13.58 hrs on :17/05/2011, at the Office of the D.S.R. JALPAIGURI by Sri Jiren Roy ,Executant.

## Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 17/05/2011 by

1. Sri Jiren Roy, son of Late Umel Singh Roy, Jyotinagar Siliguri, Thana:-Bhaktinagar, District:-Jalpaiguri, WEST BENGAL, India, P.O.:-Sevoke Road, By Caste Hindu, By Profession: Business

Identified By Nalbhalu Roy, son of Late Amir Roy, Baikuntha Pally, Thana:-Bhaktinagar, District:-Jalpaiguri, WEST BENGAL, India, P.O. :-Sevoke Road, By Caste: Hindu, By Profession: Others.

( Pranab Acharya ) DISTRICT SUB-REGISTRAR

17/05/2011 14:51:00 EndorsementPage 1 of 2



1 7 MAY ZUII

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

Registered in Book - I CD Volume number 4 Page from 5947 to 5962 being No 01777 for the year 2011.



(Pranab Acharya) 17-May-2011 DISTRICT SUB-REGISTRAR Office of the D.S.R. JALPAIGURI West Bengal