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पश्चिमबंग पश्चिमबंगाल WEST BENGAL

V. C. No. 1685/14

B 659452

15/12/14  
8:33 pm

CERTIFIED THAT THE DOCUMENT IS ADMITTED TO REGISTRATION.  
THE SIGNATURE SHEET AND THE ENDORSEMENT SHEETS ATTACHED  
TO THIS DOCUMENT ARE THE PARTS OF THIS DOCUMENT.

Addl. District Sub-Registrar,  
Siliguri-II at Cagdogra

15 JAN 2015

Jaikishore Adhikari  
Stawani

Q-26866

### DEED OF CONVEYANCE

THIS INDENTURE MADE THIS THE 15<sup>th</sup> DAY OF  
DECEMBER 2014 (TWO THOUSAND AND  
FOURTEEN) .

Cont. ....P/2

Li

N. J. Stamp

SL. No. 74 Date 03.12.14

Sold to Vrajak Developers

of

Value 5000 Rupees Five Thousand only

*(Signature)*

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

*Jaikishor Adwani -*



2670

*Jaikishor Adwani -*



267H

*Adwani -*

*GOVIND ADVANI  
S/o ATMA RAM ADVANI  
KHALPARA  
VEDYASINGAR ROAD  
SILIGURI - 734005.*



And. Dist. Sub-Registrar  
Sil. Off. Bagdogra, Dist. Darjeeling

*Saikhul Hasan Adhoni*  
*Adhoni*

Page - 2

TOTAL CONSIDERATION : Rs. 1,03,40,000/-  
AREA OF LAND : 77 DECIMAL  
R.S. PLOT NO. : 36 & 37,  
L.R. PLOT NO. : 109 & 132,  
R.S. KHATIAN NO. : 94,  
L.R. KHATIAN NO. : 122, 300 & 301,  
J.L. NO. : 81  
MOUZA : GOURCHARAN  
PARAGANA : PATHARGHATA  
POLICE STATION : MATIGARA  
DISTRICT : DARJEELING

**WITHIN THE AREA OF GRAM PANCHAYAT**

Cont. ....P/3

B E T W E E N

Jai Kishan Adwani  
Adwani

1. **SRI JAIKISHAN RAM ADWANI** alias **JAIKISHAN ADWANI** (PAN:- **ACGPA 8923N**) S/o Sri Chandi Ram Adwani,  
2. **SRI SANJAY RAM ADWANI** alias **SANJAY ADWANI** (PAN:- **ABYPA 2828F**) S/o Sri Chandi Ram Adwani,

Both are Hindu by religion, Indian by Nationality, Business by Occupation, resident of 6<sup>th</sup> Floor,, Nirmal Sagar Apartment, Old Post Office Gali, Rehabari, P.O. & P.S. Guwahati, District - Guwahati in the State of Assam --- hereinafter jointly and Collectively called **VENDORS/FIRST PARTY** (which expression shall mean and include unless excluded by or repugnant to the context their heirs, successors, executors, administrators, representatives and assigns) of the **ONE PART**.

A N D

**VINAYAK DEVELOPERS** (PAN:- **AAIFV 8018R**) a Partnership Firm having its office at M.R. Compound, Khalpara, P.O. & P.S. Siliguri in the District of Darjeeling --- hereinafter called the **PURCHASER/SECOND PARTY** (which expression shall mean and include unless excluded by or repugnant to the context its partners, their heirs, executors, successors, administrators, legal representatives and assigns) of the **SECOND PART** represented by its partners **1. SRI ASHOK KUMAR AGARWAL** S/o Late Jagannath Agarwal, **2. SRI PANKAJ GARG** S/o Sri Madan Lal Garg, Both are Hindu by religion, Indian by Nationality, Business by occupation, No. 1 resident of Khalpara, P.O. & P.S. Siliguri, District of Darjeeling and No. 2 resident of Forest Road, Ward no. 10, Siliguri, P.O. & P.S. Siliguri in the District of Darjeeling.

**WHEREAS** one **JODU BARMAN** was the recorded owner of piece and parcel of Land recorded in Khatian No. 94 (R.S.) and 122 (L.R.) of Mouza - Gourcharan in the District of Darjeeling.

Page - 4

A N D

Jaikishan Adwani -  
Adwani

Ia) WHEREAS one **BHOBOTOSH BHATTACHARJEE** acquired a piece and parcel of land measuring 9 Katha 7½ Chhatak appertaining to and forming part of Plot No. 137, 134, 132 & 109, recorded in L.R. Khatian No. 122 of Mouza - Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance executed by **JODU BARMAN** and registered at the office of the Sub - Registrar, Siliguri and recorded in Book No. I, Volume No. 124, Pages 192 to 195, being Document No.7334 for the year 1991.

A N D

Ib) WHEREAS Vendors No. 1 hereof **SRI JAIKISHAN RAM ADWANI** acquired a piece and parcel of land measuring 9 Katha 7½ Chhatak appertaining to and forming part of Plot No. 137, 134, 132 & 109, recorded in L.R. Khatian No. 122 of Mouza - Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance executed by **BHOBOTOSH BHATTACHARJEE** and registered at the office of the Additional District Sub - Registrar, Siliguri and recorded in Book No. I, being Document No. 4052 for the year 1996.

A N D

IIa) WHEREAS one **MANJU BHATTACHARJEE** acquired a piece and parcel of land measuring 9 Katha 7½ Chhatak appertaining to and forming part of Plot No. 137, 134, 132 & 109, recorded in L.R. Khatian No. 122 of Mouza - Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance executed by **JODU BARMAN** and registered at the office of the Sub - Registrar, Siliguri and recorded in Book No. I, Volume No. 124, Pages 196 to 199, being Document No. 7335 for the year 1991.

Cont. ....P/5

Page - 5

A N D

*Jaikishan Adwani*  
*Adwani*

**IIb) WHEREAS** Vendors No. 1 hereof **SRI JAIKISHAN RAM ADWANI** also acquired a piece and parcel of land measuring 9 Katha 7½ Chhatak appertaining to and forming part of Plot No. 137, 134, 132 & 109, recorded in L.R. Khatian No. 122 of Mouza - Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance executed by **MANJU BHATTACHARJEE** and registered at the office of the Additional District Sub - Registrar, Siliguri and recorded in Book No. I, being Document No. 4053 for the year 1996.

A N D

**IIIa) WHEREAS** one **NOMITA SINGHA** acquired a piece and parcel of land measuring 3 Katha or 5 Decimal appertaining to and forming part of Plot No. 36 & 37, recorded in Khatian No. 122 of Mouza - Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance executed by **JODU BARMAN** and registered at the office of the Sub - Registrar, Siliguri and recorded in Book No. I, being Document No. 2583 for the year 1991.

A N D

**IIIb) WHEREAS** one **RANJAN BHATTACHARJEE** acquired a piece and parcel of land measuring 3 Katha or 5 Decimal appertaining to and forming part of R.S. Plot No. 36 & 37 corresponding to L.R. Plot No. 132, 109, 127, recorded in Khatian No. 122 of Mouza - Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance executed by **NOMITA SINGHA** and registered at the office of the Sub Registrar, Siliguri and recorded in Book No. I, Volume No. 115, Pages 44 to 48, being Document No. 6582 for the year 1991.

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Page - 6

A N D

Jai Kishan Adwani -  
Adwani -

IIIc) WHEREAS Vendors No. 1 hereof **SRI JAIKISHAN RAM ADWANI** also acquired a piece and parcel of land measuring 3 Katha or 5 Decimal appertaining to and forming part of L.R. Plot No. 109, 127, 132 recorded in Khatian No. 122 of Mouza - Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance executed by **RANJAN BHATTACHARJEE** and registered at the office of the Additional District Sub - Registrar, Siliguri and recorded in Book No. I, being Document No. 4057 for the year 1996.

A N D

IVa) WHEREAS one **RUBI DAS & MD. ABDUL KALAM AZAD** jointly acquired a piece and parcel of land measuring 0.025 Acre appertaining to and forming part of Plot No. 37 corresponding to L.R. Plot No. 109, recorded in Khatian No. 94 of Mouza - Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance executed by **JADU BARMAN** and registered at the office of the Sub - Registrar, Siliguri and recorded in Book No. I, Volume No. 87, Pages 114 to 119, being Document No. 4158 for the year 1988.

A N D

IVb) WHEREAS one **SATTEN BARMA** acquired a piece and parcel of land measuring 0.025 Acre appertaining to and forming part of Plot No. 37, recorded in Khatian No. 94 of Mouza - Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance executed jointly by **RUBI DAS & MD. ABDUL KALAM AZAD** and registered at the office of the Sub - Registrar, Siliguri and recorded in Book No. I, Volume No. 61, Pages 235 to 238 being Document No. 4239 for the year 1992.

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Page - 7

A N D

Jaikishan Adwani  
Adwani

IVc) WHEREAS one **SANJAY BHATTACHARJEE** acquired a piece and parcel of land measuring  $1\frac{1}{2}$  Katha appertaining to and forming part of Plot No. 37 corresponding to L.R. Plot No. 109, recorded in Khatian No. 94 of Mouza - Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance executed by **SATTEN BARMA** and registered at the office of the Sub - Registrar, Siliguri and recorded in Book No. I, Volume No. 39, Pages 327 to 330, being Document No.7008 for the year 1992.

A N D

IVd) WHEREAS Vendors No. 1 hereof **SRI JAIKISHAN RAM ADWANI** also acquired a piece and parcel of land measuring  $1\frac{1}{2}$  Katha appertaining to and forming part of L.R. Plot No. 109, recorded in Khatian No. 94 of Mouza - Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance executed by **SANJAY BHATTACHARJEE** and registered at the office of the Additional District Sub - Registrar, Siliguri and recorded in Book No. I, being Document No. 4058 for the year 1996.

A N D

Va) WHEREAS one **SANJAY BHATTACHARJEE** acquired piece and parcel of land measuring 9 Katha  $7\frac{1}{2}$  Chhatak appertaining to and forming part of L.R. Plot No. 137, 134, 132 & 109, L.R. recorded in Khatian No. 122 of Mouza - Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance executed by **JODU BARMAN** and registered at the office of the Sub - Registrar, Siliguri and recorded in Book No. I, Volume No. 124, Pages 200 to 203, being Document No. 7336 for the year 1991.

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A N D

*Jai Kishan Adwani*  
*Adwani*

Vb) WHEREAS vendor No. 2 hereof **SRI SANJAY RAM ADWANI** acquired a piece and parcel of land measuring 9 Katha 7½ Chhatak appertaining to and forming part of Plot No. 137, 134, 132 & 109, recorded in Khatian No. 122 of Mouza - Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance executed by **SANJAY BHATTACHARJEE** and registered at the office of the Additional District Sub - Registrar, Siliguri and recorded in Book No. I, being Document No. 4054 for the year 1996.

A N D

VIa) WHEREAS one **RANJAN BHATTACHARJEE** acquired piece and parcel of land measuring 9 Katha 7½ Chhatak appertaining to and forming part of Plot No. 137, 134, 132 & 109, recorded in Khatian No. 122 of Mouza - Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance executed by **JODU BARMAN** and registered at the office of the Sub - Registrar, Siliguri and recorded in Book No. I, Volume No. 124, Pages 204 to 207, being Document No. 7337 for the year 1991.

A N D

Vib) WHEREAS vendor No. 2 hereof **SRI SANJAY RAM ADWANI** also acquired a piece and parcel of land measuring 9 Katha 7½ Chhatak appertaining to and forming part of Plot No. 137, 134, 132 & 109, recorded in Khatian No. 122 of Mouza - Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance executed by **RANJAN BHATTACHARJEE** and registered at the office of the Additional District Sub - Registrar, Siliguri and recorded in Book No. I, being Document No. 4055 for the year 1996.

Page - 9

*Jaikishan Adwani*  
*Adwani*

A N D

VIIa) WHEREAS one **SANJAY BHATTACHARJEE** acquired another piece and parcel of land measuring 4 Katha appertaining to and forming part of Plot No. 137, 134, 132 & 109, recorded in Khatian No. 122 of Mouza - Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance executed by **JODU BARMAN** and registered at the office of the Sub - Registrar, Siliguri and recorded in Book No. I, Volume No. 124, Pages 208 to 211, being Document No. 7338 for the year 1991.

A N D

WHEREAS vendor No. 2 hereof **SRI SANJOY RAM ADWANI** also acquired a piece and parcel of land measuring 4½ Katha appertaining to and forming part of Plot No. 137, 134, 132 & 109, recorded in Khatian No. 122 of Mouza - Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance executed by **SANJAY BHATTACHARJEE** and registered at the office of the Additional District Sub - Registrar, Siliguri and recorded in Book No. I, being Document No. 4056 for the year 1996.

A N D

WHEREAS possessing the aforesaid land abovenamed vendors duly mutated their names at the office of the B.L. & L.R.O. Shivmandir, vendor No. 1 hereof **SRI JAIKISHAN ADWANI** duly recorded in L.R. Khatian No. 301 and vendor No. 2 hereof **SRI SANJAY RAM ADWANI** duly recorded in L.R. Khatian No. 300 of Mouza - Gourcharan in the District of Jalpaiguri.

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Page - 10

A N D

Jai Kishan Adarshi  
Adarshi

**WHEREAS** vendors hereof are in actual Khas and physical possession of all that piece and parcel of land as fully described in the schedule below without any objection, interruption, claim, demand, whatsoever from any other person and as such the Vendors become sole, absolute and exclusive owner-in-possession of the said land and have got right, title and interest having permanent heritable and transferable interest therein.

A N D

**WHEREAS** Vendors hereof being in need of fund for acquiring more profitable properties and for other purposes have offered to sale all that piece and parcel of land as more fully described in the Schedule below.

A N D

**WHEREAS** the Purchaser being in need of land has accepted the offer of the first party and has offered and agreed to purchase the land as fully described in the schedule below for Rs. 1,03,40,000/- (Rupees One Crore Three Lakh Forty Thousand) only, free from all encumbrances whatsoever.

A N D

**WHEREAS** the Vendors have 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 sale the land more fully described in the schedule below for Rs. 1,03,40,000/- (Rupees One Crore Three Lakh Forty Thousand) only, free from all encumbrances whatsoever.

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Jai

*Jaikishore Adhikari*

*Adhikari*

**NOW THIS INDENTURE WITNESSETH THAT:**

In pursuance of the aforesaid offer and acceptance and also in consideration of Rs. 1,03,40,000/- (Rupees One Crore Three Lakh Forty Thousand) only, paid by Cash/Cheque/RTGS by the purchaser to the Vendors (the receipt whereof the vendors do hereby acknowledge and grant full discharge to the purchaser from payment thereof) the Vendors do hereby grant, convey, assign and transfer unto and in favor of the purchaser the aforesaid land as fully described in the schedule below and make over khas and physical possession thereof to the purchaser together with all rights, liberties, privileges, assessments, appendices, appurtenances belonging to or in any way appertaining to the said land and the absolute estate free from all encumbrances and the right, title and interest into and upon the property hereby transferred, expressed or intended so to be **TO HAVE AND TO HOLD** the same subject to the payment of rent, taxes etc. payable to the Superior land lord the State of West Bengal and any other proper authority.

**AND** the Vendors hereby covenanted with the purchaser that the interest which the vendors professes to transfer subsists and the Vendors have full authority and good power to transfer the said land, expressed or intended so to be **unto** the purchaser in the manner aforesaid and the Vendors or any person claiming under them 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 for further and more effectually assuring the enjoyment and possession of the purchaser thereof and therein as shall and may required.

Jai Kishan. Adveerai -  
Sdwanu -

**IT** is further covenanted that the land described in the schedule below are hold by the vendors have not been surrendered or forfeited and that there exist no charge, mortgage, attachment or any other encumbrances whatsoever on the premises hereby transferred or expressed or intended so to be or any part thereof at the date of those presents and in the event of discovery of any such charge, mortgage, attachment or any other encumbrances whatsoever the vendors shall be liable to be dealt with according to law both Civil and Criminal as the case may be and shall also be liable to compensate the purchaser for any loss or injury that the purchaser shall have to sustain in consequence thereof.

**THE** Vendors further covenant that all rent and taxes etc. or any other charges payable for the land hereby transferred or expressed or intended so to be that has accrued due upto the date of these presents have been paid and all other covenants and conditions required to be observed and performed and in case if it transpires otherwise the Vendors shall be liable to indemnify the Purchaser for any loss resulting from any such non-payment, non-observance and non-performance as aforesaid.

**THE** Vendors further declares that the entire land forming subject matter of the present conveyance was in Khas and actual possession of the Vendors at the date of these presents. If for any defect to 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 Vendors shall be liable to return to the purchaser the full or proportionate part or the consideration money as the case may be together with interest at the rate of 18% per annum from the date of such deprivation or dispossession and shall also be liable for adequate compensation for any loss or injury attending thereto be sustained by the purchaser.

200

Jaikishan Adwani  
Adwani.

**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 to transfer otherwise the said land conveyed by those presents or intended so to be or any part thereof and that there subsists no such contract of sale or transfer existing with respect to the aforesaid land or any part thereof at the date of these presents or if any of the recitals made herein are proved to be false the Vendors shall be liable to be dealt with according to law for false recital made therein and shall also be liable to compensate the purchaser adequately for the loss or injury to be sustained by the purchaser in consequence thereof.

**S C H E D U L E**

ALL THAT PIECE and parcel of Vacant land measuring 77 (Seven Seven) Decimal appertaining to and forming part of R.S. Plot No. 36 (Three Six) & 37 (Three Seven) corresponding to L.R. Plot No. 109 (One Zero Nine) and 132 (One Three Two), recorded in Khatian No. 94 (Nine Four) corresponding to L.R. Khatian No. 122 (One Two Two), 300 (Three Zero Zero) & 301 (Three Zero One of Mouza - Gourcharan, J.L. No. 81 (Eight One), situate within Pargana - Patharghata, P.S. Matigara in the District of Darjeeling. Classification of Land: Bastu/Rupni.

Plot wise detail of the land hereby sold is as follows:

<u>R.S. PLOT</u>	<u>L.R. PLOT</u>	<u>AREA</u>
36	132	13 DECIMAL
37	109	64 DECIMAL
		-----
		77 DECIMAL
		=====