

পশ্চিমবঙ্গা पश्चिम बंगाल WEST BENGAL

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CERTIFIED THAT THE DOCUMENT IS
ADMITTED TO REGISTRATION. THE
SIGNATURE SHEFT AND THE ENDERSTMENT
SHEETS ATTACHED TO THE COULD UP ENT
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পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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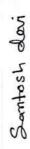
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# DEED OF CONVEYANCE

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#### DEED OF CONVEYANCE

THIS INDENTURE MADE THIS THE

CONVEYANCE
MOUZA-GOURCHARAN
PARGANA-PATHARGHATA
P.S.-MATIGARA
DIST. DARJEELING
AREA: 1.61(ONE POINT SIX ONE) ACRES
CONSIDERATION
Rs.1,00,000/=
KHATIAN NO. 9/4, R.S-51 & 127 AND L.R-221
PLOT NOS-144, 147, 155, 160, 156 & 157
J.L NO. 81
TOUZI NO. 91

#### **BETWEEN**

MOUNTAIN COMMERCIAL PRIVATE LIMITED, a Company registered under Indian Companies Act 1956, having its Registered office at P-21/22, Radha Bazar Street, Kolkata-1, represented by its Director SMT MANISHA GARG W/O SRI KISHAN GARG, by caste Hindu, by Occupation Business, Indian by Citizen, resident of M. G. Road, Khalpara, Siliguri-734005, P.S-Siliguri, District-Darjeeling, in the State of West Bengal, hereinafter called the "PURCHASER" (which expression shall mean and include its executors, successors in office representatives, administrators, legal representatives and assigns) of the ONE PART.



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SMT SANTOSHI DEVI W/O NANDA KISHORE GARG, Hindu by Religion, Housewife by Occupation, Indian by Citizen, resident of Mahatma Gandhi Road, Khalpara, P.O & P.S-Siliguri, Dist-Darjeling, in the State of West Bengal, hereinafter called the "VENDOR" (which expression shall mean and include unless excluded by or repugnant to the context her successors, legal representatives and assigns) of the OTHER PART.

WHEREAS the vendor is the absolute owner in possession of all that piece or parcel of land measuring 1.61(One Point Six One) Acres, appertaining to Plot Nos. 144, 147, 155, 160, 156 & 157, recorded in Khatian No. 9/4, R.S-51 & 127 and L.R-221, J. L. No. 81, Touzi No.91, situated at Mouza-Gourcharan, Pargana-Patharghata, Police Station-Matigara, District-Darjeeling by virtue of deed of Sale, being Document No.I-3145 for the year 1982, Book No. 1, Volume No. 63, at Pages 261 to 266, registered at Sub-Registrar Office at Siliguri, executed by Sri Haripada Nandi & Sri Dinesh Chandra Nandi both S/O Late Jogesh Chandra Nandi of New Milanpally, Siliguri and shall ever since then the vendor has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody and the aforesaid land is fully described in the schedule below.

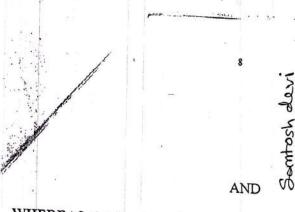
#### AND

WHEREAS by Virtue of the aforesaid Sale Deed Vendor became the sole, absolute and exclusive owner of the aforesaid Land measuring 1.61(One Point Six One) Acres more particularly described in the Schedule hereunder, having permanent heritable and transferable right, title and interest therein.

#### AND

WHEREAS the Vendor being in need of fund for investing in some other properties have offered for sale the above referred to land measuring 1.61(One Point Six One) Acres to the Purchaser for a total consideration of Rs.1,00,000/-(Rupees One Lack) only, as fully described in the Schedule below.

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WHEREAS the Purchaser has 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 land measuring 1.61 (One Point Six One) Acres for a total consideration of Rs.1,00,000/-(Rupees One Lack) only and the aforesaid land is fully described in the Schedule below.

#### AND

WHEREAS the Vendor finding the said offer of the purchaser fair and reasonable, have accepted the same and agreed to sell to the purchaser the said land measuring 1.61 (One Point Six One) Acres for a total consideration of Rs. Rs.1,00,000/-(Rupees One Lack) only the aforesaid land is fully described in the Schedule below.

#### AND

### NOW THIS INDENTURE WITNESSES AS FOLLOWS:

THAT in pursuance of the said offer and acceptance and also in consideration of Rs.1,00,000/-(Rupees One Lack) only paid by the purchaser to the Vendor, the receipt hereof the Vendor does hereby acknowledge and grant full discharge to the purchaser from the payment thereof, the Vendor does hereby grant, assign, convey and transfer unto the purchaser the aforesaid land as fully described in the schedule below and also make over khas and peaceful possession thereof to the purchaser together with all rights, including all liabilities, privileges, easements, appendices, appurtenances whatsoever 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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That the Vendor does hereby covenant with the purchaser that the purchaser 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 her.

#### AND

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

THE VENDOR FURTHER DECLARED that she will from time to time and at all times hereafter at the request and cost of the purchaser, shall execute and do all 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 be required.

IT IS FURTHER DECLARED 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 of the execution of this deed and in the event of discovery of any charge, mortgage or attachment or any other encumbrance whatsoever, the Vendor shall be liable to compensate the purchaser for the loss or injury that the purchaser 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 thereof the Vendor shall be liable to refund to the purchaser full or proportionate part of the consideration money as the case may be, together with interest at the rate of 12% percent per annum from the date of dispossession or deprivation and shall also be liable for adequate compensation for any loss or injury attending thereto or to be sustained by the purchaser.

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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 purchaser for any loss resulting from the non-observance and non--performance as aforesaid.

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.

IT IS FURTHER DECLARED 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 subsists 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 purchaser adequately for the loss or injury to be sustained by the purchaser in consequence thereof.

#### SCHEDULE (Land hereby sold)

ALL that piece or parcel of Vacant land measuring 1.61(One Point Six One) Acres, appertaining to Plot Nos. 144, 147, 155, 160, 156 & 157, recorded in Khatian No. 9/4, R.S-51 & 127 and L.R-221, J. L No. 81, Touzi Ni. 91, situated within Mouza-Gourcharan, Pargana-Patharghata, Police Station-Matigara, Additional District Sub-Registry Office Siliguri-II at Bagdogra, District-Darjeeling.

Jus-

The said Land is Bounded and Butted as follows:-

North Nala

South ..... Road

East Land of S.J.D.A

West ..... Land of Ganga Devi

IN WITNESS WHEREOF THE VENDOR does hereunto set her hand at Siliguri on the day, Month and Year first above written.

> The content of this document has been gone through and understood personally by the Vendor and the Purchaser.

#### WITNESSES:

M.C. Agerial. Si li guni i

Santosh devi VENDOR

2. Shypen Kumar Africal

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Drafted and Printed in my Office

( Manoj Kumar Kedia ) Advocate, Siliguri. Regn No. WB/94/1997

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		Thumb,	Fore Finger	Middle Finger	Ring	Little
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Signature of Identifier

Signature of R.O

Manisha Gara Signature With Date



## Government Of West Bengal Office of the ADSR Siliguri-II at Bagdogra BAGDOGRA

Endorsement For deed Number :I-01630 of :2008 (Serial No. 03716, 2007)

J7

#### of Fees:

aid in rupees under article : A(1) = 1089/-

on:16/07/2007

#### sentation(Under Section 52 & Rule 22A(3) 46(1))

sented for registration at 15.38 on :16/07/2007, at the Office of the ADSR Siliguri-II at Bagdogra by Santoshi.

#### mission of Execution(Under Section 58)

ecution is admitted on :16/07/2007 by

Santoshi Devi, wife of Nanda Kishore Garg, Mahatma Gandhi Road, Khalpara, Thana Siliguri, By caste Hindu, by Profession: House wife

antified By Ajit Agarwal, son of M. C. Agarwal 16, M. G. Road, Siliguri P. O.- Siliguri Dist.- Darjeeling Thana: Siliguri, by

Name of the Registering officer :Subhas Chandra Sarkar Designation :A.D.S.R. Siliguri-II at Bagdogra

#### 2n 23/04/2008

#### dmissibility(Rule 43)

dmissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number :23 of under Stamp Act 1899, also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.-10/-

#### ertificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs-'318000/-

Dertified that the required stamp duty of this document is Rs 439080 /- and the Stamp duty paid as: Impresive Rs- 5000

#### Deficit stamp duty

Deficit stamp duty: 1.Rs 49000/- is paid by the draft no. :116642, Draft date:15/04/2008, Bank name:STATE BANK OF INDIA, Naya Bazar Branch., recieved on :23/04/2008. 2.Rs 49000/- is paid by the draft no. :116643, Draft date:15/04/2008.

[Subhas Chandra Sarkar]
A.D.S.R. Siliguri-II at Bagdogra
Office of the Additional District Sub-Registrar of Siliguri-II at Bagdogra
Gov! Vest Bengal

#### Government Of West Bengal Office of the ADSR Siliguri-II at Bagdogra BAGDOGRA

Endorsement For deed Number :I-01630 of :2008 (Serial No. 03716, 2007)

/anch., recieved on :23/04/2008. 3.Rs 49000/- is paid by the draft no. :116641, Draft date:15/04/2008, Bank part on :23/04/2008. 4.Rs 49000/- is paid by the draft no. :116641, Draft date:15/04/2008, Bank part on :23/04/2008. 4.Rs 49000/- is paid by the draft no. :116624, Draft date:10/04/2008, Bank name:STATE BANK OF INDIA, Naya Bazar Branch., recieved on :23/04/2008. 5.Rs .NDIA, Naya Bazar Branch., recieved on :23/04/2008. 5.Rs .NDIA, Naya Bazar Branch., recieved on :23/04/2008. 7.Rs 49000/- is paid by the draft no. :116603, Draft date:10/04/2008, Bank name:STATE BANK OF INDIA, Naya Bazar Branch. :23/04/2008. 9.Rs 42080/- is paid by the draft no. :116605, Draft date:09/04/2008, Bank name:STATE BANK OF INDIA, Naya Bazar Branch., recieved on :23/04/2008. 9.Rs 42080/- is paid by the draft no. :116605, Draft date:09/04/2008, Bank name:STATE BANK OF INDIA, Naya Bazar Branch., recieved on :23/04/2008. 8.Rs 49000/- is paid Naya Bazar Branch., recieved on :23/04/2008. 8.Rs 49000/- is paid Naya Bazar Branch., recieved on :23/04/2008. 8.Rs 49000/- is paid Naya Bazar Branch., recieved on :23/04/2008. 8.Rs 49000/- is paid Naya Bazar Branch., recieved on :23/04/2008. 8.Rs 49000/- is paid Naya Bazar Branch., recieved on :23/04/2008. 8.Rs 49000/- is paid Naya Bazar Branch., recieved on :23/04/2008.

Deficit amount of Registration fees is realized under Article in rupees: A(1) = 79398/- on: 23/04/2008.

Name of the Registering officer :Subhas Chandra Sarkar Designation :A.D.S.R. Siliguri-II at Bagdogra

[Subhas Chandra Sarkar]
A.D.S.R. Sillguri-II at Bagdogra
Office of the Additional District Sub-Registrar of Siliguri-II at Bagdogra
Govt. of West Bengal

egistration under section 60 and Rule 69.

J in Book - I .me number 4 .rom 4522 to 4541 .ng No 01630 for the year 2008.



(Subhas Chandra Sarkar) 25 April-2008 A.D.S.R. Siliguri-II at Bagdogra Office of the ADSR Siliguri-II at Bagdogra West Bengal