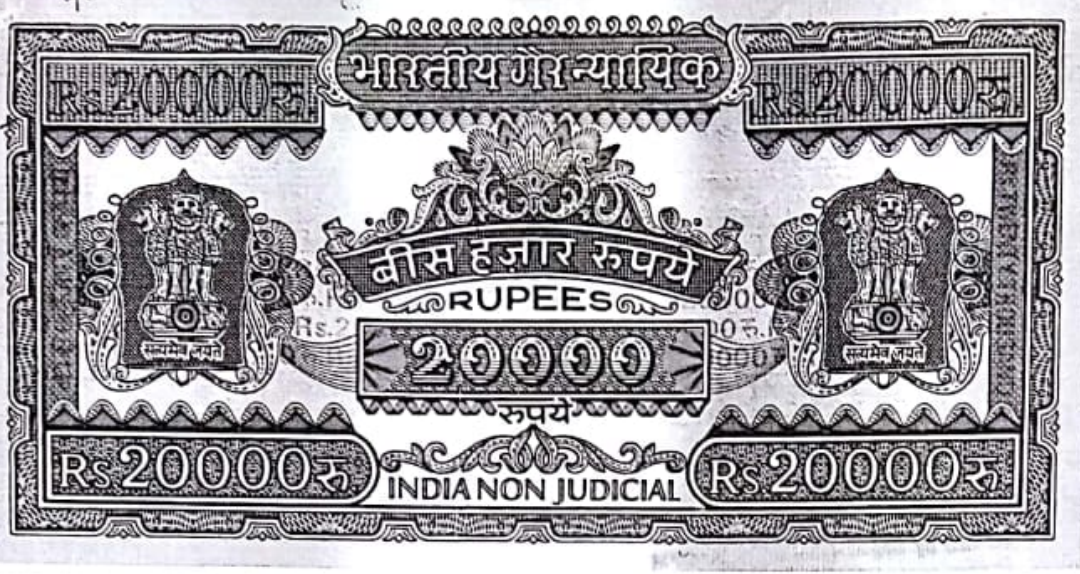


P 433

I-1225



42.13

Permitted to  
 Sell to \_\_\_\_\_ 0.66 acres of  
 Land in Case No. 23/2002-03

00CC 263317

Revenue Officer  
 Under Chapter II A of W.P. Act  
 1955, SILIGURDI

Rajeshwar  
 Rajiv

### DEED OF CONVEYANCE

THIS INDENTURE IS MADE ON THIS THE 3RD DAY OF  
FEBRUARY, TWO THOUSAND THREE.

A 458/00  
 of 10.00 acres.

BETWEEN

or orders from or does not rock of  
 stamp duty, under the Indian Stamp Act  
 1899 schedule II.

At Siliguri by Rajeshwar  
 dated 4.2.03 at Bagdogra

*(Signature)*

Addl. Dist. Sub-Registrar  
 Class II at Bagdogra Dt. Darjeeling

*(Faint handwritten notes and signatures)*

2085

20,000/-

17-08-03

Presented by Registration at... AM/PM  
of the... the day of...  
At... Dist. Sub-Registrar  
Office By Rajesh...

19-30 1-1-03  
Rajesh...

Adml. Dist. Sub-Registrar  
Office at... Darjeeling

432 2 Rajesh...

4/2/03

Rajesh...  
S/o. D/o...  
P.S. S.L.G. Matigara/Bagdogra/  
Phansidewa Naxalhari/Khorihar/  
Dist. Darjeeling  
by Caste...  
By Profession...

433 2 Rajesh...

आम प्रकाश प्रकाश  
रघुनाथ प्रसाद  
मालीगोडी कलार



Adml. Dist. Sub-Registrar  
Office at... Darjeeling

4/2/03

Om Prasad Prakash  
S/o. D/o...  
P.S. S.L.G. Matigara/Bagdogra/  
Phansidewa Naxalhari/Khorihar/  
Dist. Darjeeling  
by Caste...  
By Profession...

1  
Rajesh Oraon  
Raju Oraon

✓  
SRI NIRMAL GARG s/o Sri Yograj Garg, Hindu by Religion, Business by occupation, Resident of 169 Sevoke Road, Police Station Siliguri, District-Darjeeling hereinafter called the PURCHASER (Which expression shall mean and include unless excluded by or repugnant to the context, heirs, executors, administrators, successors, representatives and assigns) of the ONE PART

AND

1) ✓ SRI RAJESH ORAON 2) ✓ SRI RAJU ORAON Both s/o Sri Sanichar Oraon, Hindu by Religion, Cultivator by occupation, resident of Lichu Bagan Police Station and Post office Matigara, District - Darjeeling, here in after called the VENDORS (which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, administrators, successors, representatives and assigns) of the OTHER PART

AND

WHEREAS the Vendor no. 1 and Vendor no. 2 jointly purchased the land measuring 2.63 (two acre sixty three decimal) decimal recorded in khatian no 76, old plot no 96, new plot no 324 area measuring 2.63 (two acre sixty three decimal) decimal of Mouza Bania Khari, J.L. no.55, within Pargana Pathar ghata, P.S Siliguri now Matigara, in the District of Darjeeling by virtue of a Registered deed of sale vide no. 1882 registered at Siliguri Sub-Registry office on 24 / 3 / 93 executed by sri Ratia Oraon s/o Late Some Oraon (muchi) of Kaman, P.S. Phansidewa, District Darjeeling.

AND

WHEREAS thereafter 1.31 (one acre thirty one decimal) decimal of land has been recorded by settlement survey out of which aforesaid land measuring 2.63 (two acre sixty three decimal) decimal of land in the name of vendor no.1 entered in new khatian no.165, new plot no 324, and 1.32 (one acre thirty two decimal) Decimal of land has been recorded by settlement survey out of which 2.63 (two acre sixty three decimal) decimal of land in the name of vendor no.2, entered in new khatian no. 166, new plot no. 324.

AND

WHEREAS since then the vendors have been possessing and enjoying the said land having with permanent heritable and transferable right, title and interest thereon and it is free from all encumbrances, charges whatsoever.

Rejesh Chatterjee  
Rayu Chatterjee

AND

WHEREAS the vendors hereof being in need of money for development of their own schemes/ plans have firmly and finally decided to sell and have also offered for sale the land measuring 0.33(zero point three three) acre from khatian no.165, plot no 324 by vendor no 1. and land measuring 0.33(zero point three three) acre from khatian no.166 , plot no 324 by vendor no. 2 hereof, in total land 0.66( zero point six six) acre more fully described in schedule below, jointly, free from all encumbrances and charges whatsoever.

AND

WHEREAS the purchaser, relying on the aforesaid statements of the Vendors, have agreed to purchase the said land measuring 0.66 (zero point six six) acre, (i.e. land measuring 0.33 acre from vendor no. 1 and land measuring 0.33 acre from vendor no. 2.) fully described in the schedule appended below (hereinafter referred to as "THE SAID BELOW SCHEDULED LAND" for the sake of brevity) free from all encumbrances and charges whatsoever at or for the price of Rs. 4,00,000/- (Rupees four lakhs) only

AND

WHEREAS the Vendors , considering the price so offered by the purchaser as fair, reasonable and highest in the prevailing market has firmly agreed to sell their said land measuring 0.66(zero point six six) acre to the purchaser at or for the price of Rs. 4,00,000 (Rupees four lakh) only, free from all,encumbrances and charges whatsoever.

NOW THIS INDENTURE OF THE WITNESSETH that in pursuance of the aforesaid offer, acceptance and in consideration of the sum of Rs. 4,00,000 (four lakh) only, paid by the purchaser this day to the vendors by Cheque + Cash as detailed in the memo of consideration forming part of these presents (the receipt of the said consideration is hereby jointly as well as severally do hereby acknowledge as having received the consideration of their land and the Vendors also grants full discharge to the purchaser from the payment thereof) the Vendors DOOTH hereby convey, assign, sell and transfer absolutely and for ever their said below scheduled land and makes over possession thereof unto and in favour of the purchaser TO HAVE AND TO HOLD the same as an absolute estate by the purchaser as absolute owner thereof peaceable and quietly with permanent heritable and transferable right, and without any claim, objection, interference or interruption from the vendors or any person or persons claiming under them, subject to the payment of land revenue and other taxes to the Superior landlord of Govt. of West Bengal .

Rajesh Oraon  
Raju Oraon

The vendors declares that the interest which he professes to transfer hereby subsists as on the date of these presents and that there exists as on the date of these presents no previous transfer, mortgage, contract for sale or otherwise by the Vendors or any person or persons claiming under them in favour of any other person or party respecting the said below scheduled land and that the property hereby transferred, expressed or intended so to be suffers from no defect of title and that the recitals made herein-above are all true, and in the event of any contrary is proved, the Vendors shall be liable to make good the loss or injury which the purchaser may suffer or sustain in consequence thereof.

The vendors further covenants with the Purchasers that if for any defect of title or for any act done or suffered to be done by the vendors, the purchaser be deprived of ownership or of possession of the said below scheduled land or any part thereof in future, then the vendors shall return to the purchaser the full or proportionate part of the consideration money as the case may be together with an interest at the rate of rupees eighteen percent per annum from the date of such deprivation or dispossession of ownership and the vendors shall also pay adequate compensation to the purchaser for any other loss or injury which the purchaser may suffer or sustain resulting therefrom.

### SCHEDULE OF THE LAND

All that piece or parcel of Agricultural land measuring 0.66 (zero point six six) acre recorded in Khatian no.165(one hundred sixty five), plot no 324( three hundred twenty four) area 0.33(zero point three three)acre of land out of that 1.31( one acre thirty one decimel)decimel of land and khatian no.166 (one hundred sixty six) plot no. 324 ( three hundred twenty four ) area 0.33(zero point three three) acre of land out of that 1.32 (one acre thirty two decimel) decimel of land of Mouza Bania khari,J.L.no.55 (fifty five)within pargana patharghata , Police Station Matigara,Sub-division siliguri, Adtl. District. Sub-Registry office slg. Bagdogra- II, District Darjeeling. The proportionate annual rent for the said demised plot of the land payable as per khatian. And the Boundary is butted and bounded by: -

NORTH-- -- land of Rajesh oraon and Raju oraon.

SOUTH:---- Land of Nirmal Garg to day Purchaser.

EAST :--- land of vendors.

WEST :--- land of Maruti showroom.

Rajesh Oraon  
Rajesh Oraon

Within aforesaid boundary 0.66 acre land is hereby sold as shown in a sketch map marked by letter 'A' annexed herewith forming part of these presents. The executants got the permission from the competent authority (i.e. Govt. of West Bengal office of the Project officer-- cum District Welfare officer, Backward Classes Welfare, Siliguri, Darjeeling). Vide permission no 51/1.19) B.C.W. P. dated... 29/01/03....

IN WITNESS WHEREOF the vendors set their hands on this deed of sale the day, month and year first above written.

Witnesses: -

1.

ओमप्रकाश प्रसाद  
रघुनाथ प्रसाद

2.

सादीगाड अजार  
दाजिगाड

3.

सुकुमार  
गोश

Drafted, readover and explained by me.

Sukumar Ghosh.

(Sukumar Ghosh)

Deed writer, L/ no. 9/84.

A.D.S.R. office, Seizure.

Memo of Consideration/ Receipt.

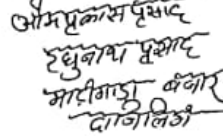
We the above named Vendors, do here by acknowledge the receipt of a total Sum of Rs. 4,00,000/- ( four lakh ) being the amount of consideration / price of the land properties described in the schedule above of this deed of sale. From the above named Purchaser as follows :-

- 1) By A /c payee Cheque No. 147436, dated 31/12/02, Bank of Baroda, Siliguri Branch. Rs. 1,80,000/- (rupees one lakh eighty thousand)
- 2) By A/c payee Cheque No 147437, dated 31/12/02. Bank of Baroda, Siliguri Branch. Rs. 1,80,000/- (Rupees one lakh eighty thousand )
- 3) By Cash- Rs. 40,000/- (Rupees four thousand)

Total Rs. 4,00,000/- (Rupees four lakh)

In witness where of the above named vendors do execute this memo of consideration / receipt the payment of us above named purchaser of Matigara on the day of        in the year 2002.

Witnesses:-

1. 

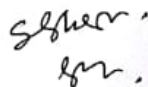
ओमप्रकाश प्रसाद  
इंद्रनाथ प्रसाद  
मार्दीनाथ बनार  
दावालिडी

Rajesh Oraon

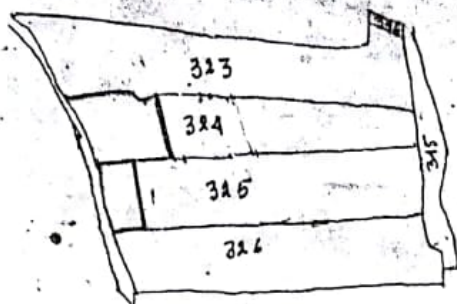
Roy U Roy

Signature of the Vendors.

2.



**SITE PLAN SHOWING THE LAND SOLD**

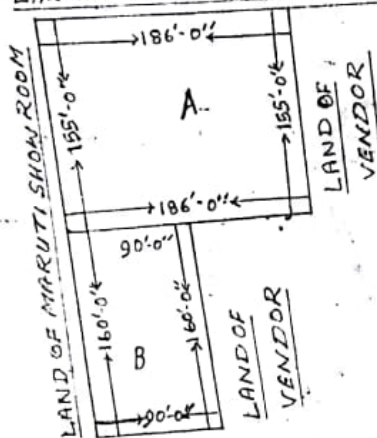


PART TRACE MAP OF MOUZA  
BANIAKHARI J.L. No. 55  
P. S. SILIGURI NOW AT MATIGARA  
DISTRICT - DARJEELING  
SCALE: - 16" = 1 MILE

NAME OF PURCHASER
SRI NIRMAL GARG
S/O SRI YOGRAJ GARG
OF 169 SEVOK ROAD
P.O. SILIGURI
DISTRICT - DARJEELING
PURCHASED LAND SHOW
IN RED MARK

NAME OF VENDOR
1. SRI SANICHAR ORAON
S/O LATE SORAI ORAON
2. SRI RAJESH ORAON
3. RAJU ORAON
BOTH S/O SANICHAR ORAON
ALL RESIDENT OF LICHUBAGAN
P. S. MATIGARA
DISTRICT - DARJEELING

LAND OF RAJESH ORAON AND RAJU ORAON



LAND OF BASILA ORAON  
SCALE: - 1" = 100'

SCHEDULE OF LAND		
MOUZA	J.L. No.	P.S.
BANIAKHARI	55	MATIGARA
DISTRICT - DARJEELING		
KHATAI No.	PLOT No.	AREA
60	325 PART	.33 ACRE B
165	324	.66 ACRE A
166		

SIGNATURE OF VENDOR