



पश्चिम बंगाल WEST BENGAL

H 602354

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Namp-3000 ✓  
Bldngt-249750 ✓  
258750 ✓

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

ADDL DIST. SUB-REGISTRAR  
SILIGURI

29/5/2014

Agst. Name

## DEED OF CONVEYANCE

  
Parth S. Choudhury  
Advocate, Siliguri

NON JUDICIAL STAMP

No. 3013 Date 29.5.14

For Nirmala Devi Rathi

at Siliguri

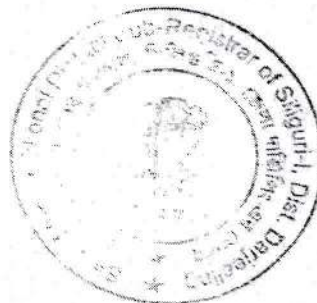
value Rs. 1000/- Rs. One thousand only

Govt. Stamp Vendor

Bagdogra

Licn. No- 546/RM

07 / Darjeeling



Addl. Dist. Sub-Registrar  
Siliguri, Dist. Darjeeling

Deepesh Rathi:

S/o Late Mahabir Prasad Rathi,

Mallaguri More,

P.O. & P.S.: Pandhan Nagar,

Siliguri: 734003,

District: Darjeeling.

29 MAY 2014





पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

H 602355

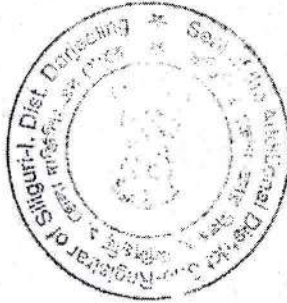
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## DEED OF CONVEYANCE

  
Partha S. Choudhury  
Advocate, Siliguri

29 MAY 2014

Addl. Dist. Sub-Registrar  
Siliguri B. B. Barjeeling



NON JUDICIAL STAMP  
No. 8014  
Dated 29.5.14  
Nirmala Devi Rathi  
Siliguri  
Value Rs. 1000/- or One thousand only  
Govt Stamp Vendor  
Bagdogra  
Licn. No-546/RM  
07 / Barjeeling







पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

H 602356

*Alghor 1/2/2012*

## DEED OF CONVEYANCE

  
Partha S. Choudhury  
Advocate, Siliguri

NON JUDICIAL STA

No 3015 Date 29.5.14

For Nirmala Devi Rathi

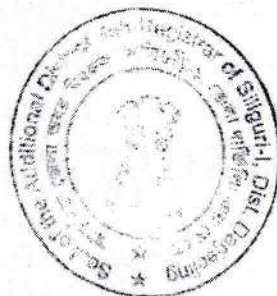
of Siliguri.

Value Rs 1000/- Rs One thousand only

Tamoy Roy  
Govt. Stamp Vendor  
Bagdogra

Licn. No- 546/RM  
07 / Darjeeling

$1000/- \times 3 = 3000/-$



Addl. Dist. Sub-Registrar  
Siliguri-1, Dt. Darjeeling

29 MAY 2014

Ashok Kumar

THIS DEED OF CONVEYANCE IS MADE ON THIS THE 29<sup>TH</sup> DAY  
OF MAY TWO THOUSAND FOURTEEN

**UNDIVIDED PROPORTIONATE SHARE**

|                 |   |                                              |
|-----------------|---|----------------------------------------------|
| Area            | : | 1 Katha 5 Chhatak or more or less 0.022 Acre |
| Mouza           | : | Siliguri                                     |
| J.L. No.        | : | 110 (88)                                     |
| Khatian No.     | : | 2526                                         |
| R.S. Plot No.   | : | 219                                          |
| Pargana         | : | Baikunthapur                                 |
| Police Station  | : | Pradhan Nagar                                |
| Ward No.        | : | II of Siliguri Municipal Corporation         |
| District        | : | Darjeeling                                   |
| Set forth Value | : | Rs.36,10,000/-                               |
| Market Value    | : | Rs.36,10,000/-                               |
| Query No.       | : | 3185/2014 dated 22.05.2014                   |

**BETWEEN**

**SRI ASHOK KUMAR**, Son of Late Vishwanath Prasad alias Biswanath Prasad, PAN - **ABSPK0030D**, Hindu by religion, Indian by nationality, resident of Morcha Road, Post Office - Begumpur, Police Station - Chowk, Patnacity, District - Patna, State - Bihar --- hereinafter called "**the FIRST PARTY/ VENDOR**" (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, representatives, administrators and assigns) of the **ONE PART**.

**AND**

**SMT NIRMALA DEVI RATHI**, Wife of Late Mahabir Prasad Rathi, PAN - **ACXPR9581N**, Hindu by religion, Business by occupation, Indian by nationality, resident of Mallaguri More, Siliguri, Ward No. II

  
Partha S. Choudhury  
Advocate, Siliguri



As per document.

of Siliguri Municipal Corporation, Post Office and Police Station-Pradhan Nagar, District - Darjeeling ---- hereinafter called "the SECOND PARTY/ PURCHASER" (which expression shall mean and include unless excluded by or repugnant to the context her successors, representatives, administrators and assigns) of the OTHER PART.

WHEREAS one Bhajanlal Agarwala, Son of Late Keshoram Agarwala was the recorded owner in possession of a piece and parcel of land recorded in Khatian No. 2526, within Mouza - Siliguri, Pargana Baikuthapur, Police Station - Siliguri (now Pradhan Nagar), District-Darjeeling having permanent, heritable and transferable right, title and interest therein.

AND

WHEREAS being owner in such possession the above named Sri Bhajanlal Agarwala, Son of Late Keshoram Agarwala sold a portion of his land measuring 5 Katha 4 Chhatak or more or less 0.087 Acres appertaining to and forming part of R.S. Plot No. 219, recorded in Khatian No. 2526, situated under Mouza - Siliguri, Police Station - Siliguri (now Pradhan Nagar), District - Darjeeling to and in favour of Sri Biswanath Prasad, Son of Late Jhameli Ram by executing a Deed of Sale and the said Deed was executed at the office of the Sub-Registrar, Siliguri and the same was recorded in Book No. I, Volume No.61, at pages 11 to 17, being No. 5377 for the year 1970 and by virtue of such purchase the above named Sri Biswanath Prasad acquired the said plot of land measuring 5 Katha 4 Chhatak or more or less 0.087 Acres in his khas actual and physical possession having permanent heritable and transferable right, title and interest therein.

AND

Being owner in such possession said Vishwanath Prasad alias Biswanath Prasad died intestate on 01.03.1981 leaving behind the following persons as his only legal heirs and successors:

  
Partha S. Choudhury  
Advocate, Siliguri



Ashok Kumar

1. Smt Bhagwani Devi (Wife)
2. Sri Ashok Kumar (Son)
3. Sri Sanjay Kumar (Son)
4. Sri Ranjit Kumar (Son)

AND

WHEREAS the above named legal heirs of Late Vishwanath Prasad alias Biswanath Prasad as per Hindu laws of succession jointly acquired the aforesaid plot of land having  $1/4^{\text{th}}$  undivided proportionate share each in their khas actual and physical possession having permanent heritable and transferable right, title and interest therein.

AND

WHEREAS being joint owners in such possession the above named Smt Bhagwani Devi, Sri Ashok Kumar, Sri Sanjay Kumar and Sri Ranjit Kumar jointly mutated their name in the Record-of-Rights in respect of their land measuring 5 Katha 4 Chhatak or more or less 0.087 Acres in the office of the B.L. & L.R.O., Siliguri vide Mutation Case No.1335/IX-II/13-14 dated 22.09.2013 and thereby jointly acquired the said land in their khas actual and physical possession having permanent heritable and transferable right, title and interest therein.

AND

WHEREAS being joint owner in possession the above named Sri Ashok Kumar (Vendor herein) has expressed his desire to sell his  $1/4^{\text{th}}$  undivided proportionate share in the aforesaid plot of land measuring 5 Katha 4 Chhatak or more or less 0.087 Acres i.e. 1 Katha 5 Chhatak or more or less 0.022 Acres appertaining to and forming part of R.S. Plot No.219, recorded in Khatian No. 2526, situated under Mouza - Siliguri, J.L. No. 110 (88), Pargana - Baikunthapur, Police Station - Pradhan

  
Partha S. Choudhury  
Advocate, Siliguri

Abhishek Kumar

Nagar, District - Darjeeling morefully described in the schedule herein below, free from all encumbrances and charges whatsoever.

AND

WHEREAS the Purchaser is willing to purchase the 1/4<sup>th</sup> undivided proportionate share in the aforesaid plot of land measuring 5 Katha 4 Chhatak or more or less 0.087 Acres i.e. 1 Katha 5 Chhatak or more or less 0.022 Acres described in the schedule herein below and has offered a sum of Rs.36,10,000/- [Rupees thirty six lakh ten thousand] only as consideration of the said property.

AND

WHEREAS the Vendor has accepted the price so offered by the Purchaser as fair and reasonable according to the present prevailing market rate and agreed to sell the 1/4<sup>th</sup> undivided proportionate share on aforesaid plot of land measuring 5 Katha 4 Chhatak or more or less 0.087 Acres i.e. 1 Katha 5 Chhatak or more or less 0.022 Acres as fully described in the Schedule herein under.

NOW THIS INDENTURE WITHNESSETH that in pursuance of the aforesaid offer and acceptance and also in consideration of the total sum of Rs.36,10,000/- [Rupees thirty six lakh ten thousand] only which has already been paid to the Vendor by the Purchaser and the receipt whereof the Vendor does hereby acknowledge and grant full discharge to the Purchaser from the payment thereof and the Vendor do hereby convey, assign sell and transfer his 1/4<sup>th</sup> undivided proportionate share in the below schedule plot of land measuring 5 Katha 4 Chhatak or more or less 0.087 Acres i.e. 1 Katha 5 Chhatak or more or less 0.022 Acres appertaining to and forming part of R.S. Plot No. 219, recorded in Khatian No. 2526, situated under Mouza - Siliguri, J.L. No. 110 (88), Pargana- Baikunthapur, Police Station - Pradhan Nagar, District - Darjeeling morefully described in the schedule hereunder and have made over the physical possession thereof to, unto and in favour of the Purchaser absolutely and forever TO

  
Partha S. Choudhury  
Advocate, Siliguri



Adm. 1/10/2012

HAVE AND TO HOLD the same as joint proportionate owner thereof peacefully and quietly with permanent, heritable and transferable right, title and interest and without any claim and objection free from all encumbrances and charges whatsoever and made over possession thereof together with all yards, paths, passages, liberties, privileges, easement, appendices, appurtenances whatsoever belonging to and appertaining to the said property AND the estate, right, title, interest and demand whatsoever of the Vendor upon the said land hereditaments or any part thereof with permanent, heritable and transferable right, title and interest therein subject to the payment of all land revenue and other etc. payable to the superior landlord at present the State of West Bengal or to any other Authority and the Vendor do hereby covenant with the Purchaser that notwithstanding any acts, deeds or things by the Vendor do execute or knowingly suffered to the contrary, the Purchaser is now lawfully, rightfully and jointly entitled to the said plot of land along with other co-owners and hereditaments hereby granted or expressed so to be and every thereof and that notwithstanding any such acts, deeds and things whatsoever as aforesaid the Vendor has now good right, full power and absolute authority to grant, sell, convey, transfer and assure the said hereditaments hereby granted and expressed so to be unto and to the use of the Purchaser in a manner aforesaid AND the Purchaser shall and all times hereafter peacefully and quietly hold, possess and enjoy the said plot of land and hereditaments hereby granted or expressed so to be unto the use of the Purchaser in a manner aforesaid and receive rents, issues and profits thereof without any lawful eviction, interruption and demand whatsoever from the Vendor or any person or persons lawfully or equitably claiming from under or in trust for him AND that free and clear and freely and clearly and absolutely discharged saved harmless and kept indemnified against all estates and encumbrances created by the Vendor and all persons having or lawfully or equitable claiming from under or in trust for him and further that the Vendor and all persons having or lawfully or equitable claiming any estate or interest in the said plot of land, hereditaments for the Vendor shall and will from time to time at all times hereafter at the request and cost of the Purchaser do or execute or cause to be done or executed all such acts or deeds or things whatsoever for further and more perfectly assuring the said

  
Partha S. Choudhury  
Advocate, Siliguri

As per memo.

hereditaments and every part thereof unto and to the use of the Purchaser in the manner aforesaid as shall be reasonable and required.

It is further covenanted that there exists no charges, mortgage, attachment, liens, lis pendens or any other encumbrances on the property hereby transferred or expressed or intended so to be or any part thereof at the date of these presents and in the event of any discovery of any charge, mortgage, attachment, liens, lis pendens or any other encumbrances whatsoever or any defect in title, right and interest the Vendor shall be liable to be dealt with according to law and shall be liable to compensate the Purchaser for any loss and injury that the Purchaser may sustain and suffer as a consequence thereof.

The Vendor further covenants that all rents and other public charges payable for the property hereby transferred or expressed or intended so to be that had accrued due unto the date of these presents have been paid and all other covenants and conditions required to be observed or performed by the Vendor in relation to the said property have been observed and performed and in case it transpires otherwise the Vendor shall be liable to indemnify the Purchaser for any loss resulting from any such non-payment and non-performance aforesaid. The Vendor further declares that the entire property forming the subject matter of the present conveyance have been in khas, actual and physical possession of the Vendor till the date of these presents.

If any defects in title or for any act done or suffered to be done by the Vendor in any way with respect to the property hereby transferred or expressed or intended so to be 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 Vendor shall be liable to return to the Purchaser in full or proportionate part of the consideration money as the case may be and shall also be liable for adequate compensation for any loss or injury thereto be sustained by the Purchaser and further it is declared by the Vendor that the Vendor have not entered into any binding contract with any other persons whatsoever to sell

  
Partha S. Choudhury  
Advocate, Siliguri



J. S. Choudhury

or transfer otherwise the property conveyed by these presents or expressed or intended so to be any part thereof and that there subsists no such contract on the date of these presents and in the event of any such discovery of any such contract of sale or transfer, existing with respect to the aforesaid property or any part thereof at the date of execution of these presents or if any of the recitals made herein are proved to be false then the Vendor shall be liable for false recitals to compensate the Purchasers adequately for the loss or injury sustained by him in consequence thereof.

**SCHEDULE A**  
**[DESCRIPTION OF THE TOTAL LAND]**

All that piece and parcel of vacant land measuring 5 Katha 4 Chhataks or more or less 0.087 Acres appertaining to and forming part of R.S. Plot No. 219, recorded in Khatian No. 2526, situated under Mouza - Siliguri, J.L. No. 110 (88), Pargana - Baikunthapur, Police Station - Pradhan Nagar, District - Darjeeling.

The aforesaid land is measured as follows: -

|          |                                |
|----------|--------------------------------|
| In North | : 61 Ft. (from East to West)   |
| In South | : 61 Ft. (from East to West)   |
| In East  | : 62 Ft. (from North to South) |
| In West  | : 55 Ft. (from North to South) |

The said land is butted and bounded as follows:-

North- By 14 ft. wide Temple Street;  
South- By sold land of Manindra Sen;  
East- By the land & building of Mr. Ramjatan Lal Yadav;  
West- By the land & building of the Purchaser herein.

  
Partha S. Choudhury  
Advocate, Siliguri

**SCHEDULE B**  
**[DESCRIPTION OF THE PROPERTY BEING SOLD]**

All that piece and parcel of 1/4<sup>th</sup> undivided proportionate share in the aforesaid Schedule 'A' land measuring 1 Katha 5 Chhatak appertaining to and forming part of R.S. Plot No. 219, recorded in Khatian No. 2526, situated under Mouza - Siliguri, J.L. No. 110 (88), Pargana - Baikunthapur, Police Station - Pradhan Nagar, District - Darjeeling.

IN WITNESS WHEREOF the Vendor hereto has set and subscribed his respective hands on the day, month and year first above written.

**Witnesses:**

✓ 1. Deepesh Rathi  
S/o Late Mahabir Prasad Rathi,  
Mallagan Mone,  
P.O. & P.S. - Pradhan Nagar.  
Siliguri : 734003,  
District: Darjeeling.



Signature of the Vendor

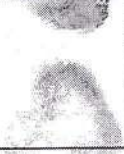
Drafted, read over and explained to the parties by me and identified by me.

✓ 2. Bikash Das  
S/o L. Ajit Das  
Rathkhola.  
P.O. - Rabindra Sarani  
P.S. - Siliguri  
Dist. - Darjeeling

  
[PARTHA S. CHOUDHURY]  
Advocate, Siliguri.  
Enrolment No.F-357/2007.



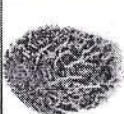
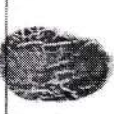
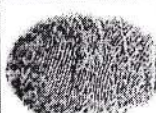
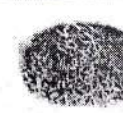
## EXECUTANT SHEET

|                                                                                                       |                        |                                                                                   |                                                                                   |                                                                                     |                                                                                     |                                                                                     |
|-------------------------------------------------------------------------------------------------------|------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| <br><i>Signature</i> | <b>Left<br/>Hand.</b>  |  |  |  |  |  |
|                                                                                                       | <b>Right<br/>Hand.</b> |  |  |  |  |  |

*Signature*

SIGNATURE WITH DATE.

## CLAIMANT SHEET

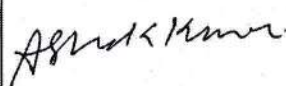
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|-------------------------------------------------------------------------------------------------------------------------|------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| <b>PHOTO</b><br><br><i>Signature</i> | <b>Left<br/>Hand.</b>  |  |  |  |  |  |
|                                                                                                                         | <b>Right<br/>Hand.</b> |  |  |  |  |  |

*Nirmala Devi Rathi*

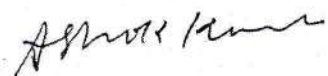
SIGNATURE WITH DATE.

**Government of West Bengal**  
**Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue**  
**Office of the A.D.S.R. SILIGURI, District- Darjeeling**  
**Signature / LTI Sheet of Serial No. 01677 / 2014, Deed No. (Book - I , 01134/2014)**

**I . Signature of the Presentant**

| Name of the Presentant                                                                                         | Photo                                                                                           | Finger Print                                                                                            | Signature with date                                                                 |
|----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| Ashok Kumar<br>Morcha Road, Patna,<br>Thana:-CITY CHOWK, P.O.<br>:-Begumpur, District:-Patna,<br>BIHAR, India, | <br>29/05/2014 | <br>LTI<br>29/05/2014 |  |

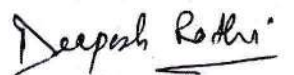
**II . Signature of the person(s) admitting the Execution at Office.**

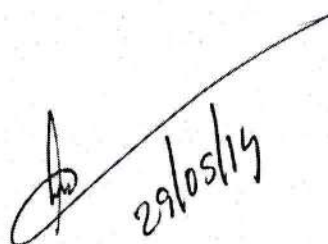
| Sl No. | Admission of Execution By                                                                                               | Status | Photo                                                                                            | Finger Print                                                                                            | Signature                                                                           |
|--------|-------------------------------------------------------------------------------------------------------------------------|--------|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| 1      | Ashok Kumar<br>Address -Morcha Road, Patna,<br>Thana:-CITY CHOWK, P.O.<br>:-Begumpur, District:-Patna,<br>BIHAR, India, | Self   | <br>29/05/2014 | <br>LTI<br>29/05/2014 |  |

**Name of Identifier of above Person(s)**

Deepesh Rathi  
Mallaguri More, SILIGURI MC, Thana:-Pradhan Nagar,  
P.O. :-Pradhan Nagar, District:-Darjeeling, WEST  
BENGAL, India, Pin :-734003

**Signature of Identifier with Date**



  
29/05/14





**Government Of West Bengal**  
**Office Of the A.D.S.R. SILIGURI**  
**District:-Darjeeling**

**Endorsement For Deed Number : I - 01134 of 2014**  
**(Serial No. 01677 of 2014 and Query No. 0402L000003185 of 2014)**

**On 29/05/2014**

**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 Draft

Rs. 39699/- is paid , by the draft number 774864, Draft Date 26/05/2014, Bank Name State Bank of India, NAYABAZAR SILIGURI, received on 29/05/2014

( Under Article : A(1) = 39699/- on 29/05/2014 )

**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.-36,10,000/-

Certified that the required stamp duty of this document is Rs.- 252700 /- and the Stamp duty paid as Impresive Rs.- 3000/-

**Deficit stamp duty**

Deficit stamp duty Rs. 249750/- is paid , by the draft number 774862, Draft Date 26/05/2014, Bank : State Bank of India, NAYABAZAR SILIGURI, received on 29/05/2014

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

Presented for registration at 14.00 hrs on :29/05/2014, at the Office of the A.D.S.R. SILIGURI by Ashok Kumar ,Executant.

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

Execution is admitted on 29/05/2014 by

1. Ashok Kumar, son of Late Vishwanath @ Biswanath Prasad , Morcha Road, Patna, Thana:-CITY CHOWK, P.O. :-Begumpur, District:-Patna, BIHAR, India, , By Caste Hindu, By Profession : Others

Identified By Deepesh Rathi, son of Late Mahabir Prasad Rathi, Mallaguri More, SILIGURI MC, Thana:-Pradhan Nagar, P.O. :-Pradhan Nagar, District:-Darjeeling, WEST BENGAL, India, Pin :-734003, By Caste: Hindu, By Profession: Others.

( Tsering Doma Bhutia )  
ADDL. DISTRICT SUB-REGISTRAR OF SILIGURI- I

( Tsering Doma Bhutia )  
ADDL. DISTRICT SUB-REGISTRAR OF SILIGURI- I

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 4  
Page from 2414 to 2431  
being No 01134 for the year 2014.



*29/05/14*  
(Tsering Doma Bhutia) 29-May-2014  
ADDL. DISTRICT SUB-REGISTRAR OF SILIGURI-I  
Office of the A.D.S.R. SILIGURI  
West Bengal