

5000Rs.



8-35
4/1/2001

Market Value Assessed for the
Do 560000
Stamp as Assessed
of Schedule 1A No. 23
Fees Paid 23000
Stamp Act, 1899 Amended.

Register Authorized W/B. Form
of Act. XVI of 1908, Jalgaon
9.1.2001

Anuragash Jan

प्राप्त हुआ है

23
100000

DEED OF CONVEYANCE

A Rs. 1089
H Rs. 23
V(h) Rs. 4
Total Rs. 1121

VALUE OF Rs. 1,00,000/-

AREA : 8 COTTA

P.S. BHAKTINAGAR

Registering Office
8.1.2001

Twenty three thousand and eight hundred and eighty one
Rs. 23000/-
55861 of 9.1.2001

Visit Commission Case No.

3 for 2501

Fees Paid- J Rs. 50
J Rs. 22-50
P.A. Rs. 6-75

Total Rs. 79-25

District Sub-Registrar
2-1-2001

6.1.2001

Contd.....2.

add. Real Estate Agent's fee
5060/-
thousand and eight hundred and eighty one
Rs. 5060/-
9.1.2001

9.1.2001

1179

8P. Agawalla
309

Stamp: 5000
Date: 22/12/20

11/11 day of Jan 2001



Don Prakash Jain

An Prakash Jain

Handwritten signature

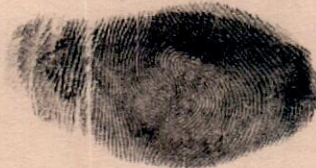
REGISTERED UNDER U/S. 100
of Act. XVI of 1908, Jabalpur
4.1.2001

- ① Don Prakash Jain
- ② Pratap K. Jain

8

Handwritten notes: 2 1/2 mile Serak Road, Bhojpur, Jharkhand

An Prakash Jain



9

प्रताप कुमार जैन

रमोतार अग्रवाल

पिता:- शिवतमलपरी अग्रवाल

Handwritten notes: Ramotau Agawalla, Salant Laxmi Agawalla, Deyjeling

REGISTERED UNDER U/S. 100
of Act. XVI of 1908, Jabalpur
4.1.2001

An Prakash Agarwal
2014

- 2 -

THIS INDENTURE made this 4th day of January Two Thousand
One.

B E T W E E N

1. SRI . OMPRAKASH AGARWAL 2. SRI BASANT KUMAR AGARWAL
both S/o Sri Radha Kishan Agarwal , both are by Cast Hindu, by Occupation
Business , Resident of Punjabi Para Siliguri , P.S.& P.O: Siliguri, District Darjeeling
hereinafter called the "PURCHASERS" (which expression shall mean and include
unless excluded by or repugnant to the context their heirs, executors, successors,
administrators, representatives and assigns) of the ONE PART.

A N D

1. SRI OM PRAKASH JAIN 2. SRI PRATAP KUMAR JAIN S/o Late
Hiralal Jain , both are by cast Hindu , by Occupation Business, resident of 2 ½ Mile
Sevoke Road , Ward No. 42, P.O: Sevoke Road P.S. Bhaktinagar, District Jalpaiguri ,
hereinafter called the "VENDORS" (Which expression shall mean and include unless
excluded by or repugnant to the context their heirs, executors, successors,
administrators, representatives and assigns) of the OTHER PART.

WHEREAS N.K. Investments Pvt. Ltd. And existing company incorporated
under the companies Act. Having its registered office at 5, Little Russel Street
Calcutta was owner in possession of the land measuring 3.42 acres appertaining to
R.S. Khatian nos 282/3, 282/4, 282/5 and 282/6 comprising of Plot Nos. 130/368,
130/367, 131, 130 of Mouza Dabgram , Sheet No. 5 , P.S. Rajganj now Bhaktinagar,
Dist. Jalpaiguri , by virtue of purchased by registered Deed Nos. 2290 & 2291 dated
5.3.75 and also deed No. 4709 dated 17.4.75 who subsequently granted lease in favore
of and unto M/S. Landale And Clarkas (Surveyors) Ltd. , and existing Company
incorporated under the company Act. Having its Regd. Office at 25A, Swallow lane ,
Calcutta in respect of portion of the said land measuring 3.09 acres by a regd.
instrument dated 9.5.77 which was registered in the office of registrar of Assurance
at Calcutta for a term of ninety nine years commencing from 1.4.77 with option of
renewal on a rent reserved therein including right to assign or sub-lease laving in
its own physical possession 0.33 acres of land .

Contd.....3.



REGISTERED PATENT OFFICE, U.S. DEPT.
OF AGR. & FOR. AFFS., WASHINGTON, D.C.

4-1-2001

Anuragash Jain
22/11/87

- 3 -

A N D

WHEREAS The said N.K. Investment Pvt. Ltd. By a deed of conveyance bearing No. 3545 dated . 6.3.85 registered at the office of registrar of Assurance at Calcutta transferred by way of sale unto and in favor Smt. Lata Devi Agarwal W/o Sajan Kr. Agarwal all the piece or parcel of land measuring 33 dec. out of the said 3.42 acres land comprising R.S. Plot No. 131 of R.S. Khatian No. 282/3 & 282/5 and delivered possession thereof to her subject to the existing lease but otherwise free from all charges , mortgages, liens , attachment etc.

A N D

WHEREAS The said Smt. Lata Devi Agarwal in her term thereafter sold the said land while She was in peaceful possession as absolute owner thereof by two registered instrument bearing Nos. 2720 dated 7.4.86 and 2721 dated 10.4.86 registered at office of District Sub- Registrar Jalpaiguri unto and in favour of One Tara Chand Agarwal S/o Pokormal Agarwal who on getting possession thereof got his name mutated in the office of the then J.L.R.O Rajganj Vide. Mutation Case. IX- II / 322 (R) of 86/87 and IX - II / 332 (R) of 86/87 dated 17.5.86 .

A N D

WHEREAS by the said registered lease dt. 9.5.77 the lessee i.e, M/S. Landale and Clarks (Surveyors) Ltd. Was fully authorised and entitled to assign the said lease in respect of the said 3.09 acres land and accordingly the said lessee by a deed dt. 10.7.85 which was registered at the office of Registrar of Assurance at Calcutta did assign and transfer unto and infavour of one Ramesh Kr. Agarwala S/o Indersen Agarwala their lease hold interest in the said 3.09 acres land for the remaining un-expired period of lease .

A N D

WHEREAS thereafter the said Tara Chand Agarwala and the said Remesh Kr. Agarwala jointly transferred 16(Sixteen) Cotta land out of the said unto and in favour of Hiralal Jain S/o Hajarimall Jain being father of the present vendors for valuable consideration by registered deed No. 5317 dt. 30.11.87 and the same was recorded in Book No. I, Volume No. 51, pages 187 to 198 of the office of District Sub- Registrar Jalpaiguri and by the said transfer the said Tara Chand Agarwala had transferred his absolute right, title , interest in the land and the said Ramesh Kr. Agarwala had transferred his lease hold in the land unto the said transferee and thereby the lease-hold interest in the said 16 Cotta land whatever existing had been extinguished by the said transfer and accordingly both the said transferor of Hiralal Jain had delivered vacant and peaceful possession thereof unto him.

Contd.....4.



4-1-2001

संज्ञक संख्या: 100/1/2001
दिनांक: 4-1-2001

R. Lakshmi
for Hiralal Jain

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A N D

WHEREAS by virtue of the said purchase the said Hiralal Jain became absolute and exclusive owner of the said land and while in possession of the said land as lawful owner the said Hiralal Jain died leaving the present vendors as only heirs who have become joint owners thereof and as such owners have been possessing and enjoying the said land peacefully.

A N D

WHEREAS the Vendors being in urgent need of money have offered for sale measuring 8 Cotta of land out of the said measuring 16 Cotta more fully described in the schedule below and as shown in the site plan by the red demarcation annexed herewith, free from all encumbrances whatsoever.

A N D

WHEREAS the Purchasers being in need of a plot of land of that locality has accepted the said offer of the vendors and has agreed to purchase the said land measuring 8 Cotta more fully described in the schedule below and as shown in the site plan by the red demarcation annexed herewith for the sum of Rs. 1,00,000/- (Rupee One Lac) only, free from all encumbrance whatsoever.

A N D

WHEREAS The vendors has accepted the price so offered by the purchasers as fair and reasonable in view of the prevailing highest market rate of land and have agreed to sell the said land measuring 8 Cotta more fully described in the Schedule below, for the sum Rs. 1,00,000/- (Rupee One Lac) only, free from all encumbrances whatsoever, unto the purchasers and the said land are transferred in the manner as appearing hereinafter.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said offer and acceptance and also in consideration for the sum of Rs. 1,00,000/-/- (Rupee One Lac) only, paid by the purchasers to the vendors (the receipt whereof the vendors do hereby acknowledge and grant full discharge to the purchasers from the payment thereof.)

A N D

Contd.....5.

REGISTERED UNDER THE COMPANIES ACT, 1956 OF INDIA

On 14/11/19
1914

- 5 -

The Vendors does hereby grant convey, assign and transfer unto the purchasers the said land hereby sold fully described in the Schedule below, free from all encumbrances and make over possession thereof together with all rights, liberties, privileges, easements, appendices appurtenances belonging to or in any way appertaining to the said land as the absolute estate and all the rights, title and interest of the vendors into or upon the said land hereby sold **TO HAVE AND TO HOLD** the same subject to the payment of rent payable to the Landlord the Govt. of west Bengal.

A N D

It is further covenant that there exists no charges, mortgage, attachment or any other encumbrances on the said land hereby transferred or any part thereof at the date of these presents and in case of discovery of any such charges, mortgage, attachment or any other encumbrances whatsoever the vendors shall be liable to compensate the Purchasers adequately for any loss that the Purchasers shall have to suffer in consequence thereof.

A N D

The Vendors further covenant that all rents and public charges payable by the vendors for the said land hereby sold that have been paid by the vendors and in case if it transpires otherwise the Vendors shall be liable to indemnify the purchasers for any loss resulting therefrom.

A N D

The Vendors further declares that if the purchasers is deprived of possession or of enjoyment of the said land or any part thereof for the defect of title of the vendors shall be liable to compensate the purchasers or to return to the purchasers the full or proportionate part of the consideration money as the case may be together with interest from the date of such deprivation or dispossession.

A N D

It is further covenant that the vendors have not entered into any contract with any other person for sale, transfer or mortgage of the said land hereby sold or any part thereof and there exists no charge, mortgage, attachment, sale or transfer at the date of these presents and if any recitals made herein are proved to be false the vendors be liable to compensate the purchasers adequately for the loss to be sustained by the purchasers in consequence thereof.

Contd.....6.

The Vendor is hereby giving notice, assign and transfer into the public sale and land hereby sold fully described in the reciting below, from all encumbrances and make over possession thereof together with all rights thereto, together with all other appurtenances belonging to or in any way appertaining to the said land as the absolute estate and all the rights title and interest of the vendor and assign the said land hereby sold TO HAVE AND TO HOLD the same subject to the payment of rent payable to the landlord the covenants and conditions.

3. V. D.

It is further covenanted that there shall be no charges mortgage attachment or any other encumbrances on the land hereby sold and that the same shall be free from all such charges and encumbrances and that the Vendor shall be liable to compensate the Purchaser for any loss or damage that may be sustained by the Purchaser in consequence thereof.

3. V. D.



1002-1-2001

RECEIVED
1001 to 1002

3. V. D.

The Vendor further declares that the land hereby sold is the property of the Vendor and is not subject to any mortgage or other encumbrance and that the Vendor is not aware of any such mortgage or other encumbrance and that the Vendor is not aware of any such mortgage or other encumbrance and that the Vendor is not aware of any such mortgage or other encumbrance.

3. V. D.

It is further covenanted that the Vendor shall not encumber the land hereby sold with any other person for sale, transfer or mortgage of the said land hereby sold or any part thereof and that there shall be no charges mortgage attachment or any other encumbrances on the said land and that the Vendor shall be liable to compensate the Purchaser for any loss or damage that may be sustained by the Purchaser in consequence thereof.

On Prakash Tan
2074 05/11/57

- 6 -

SCHEDULE OF LAND ✓

All that piece or parcel of raiyati homestead land measuring 8 (Eight) Cotta or 0.132 acres at an annual rent of Rs..60 paise only, the proportionate rent for the demised plot of land is payable to the Landlord the State of West Bengal, represented by the B.L.&L.R.O. Rajganj, situated within Pargana Baikunthapur, Mouja Dabgram, J.L. No. 2, P.S. Bhaktinagar, S.R. Office & Dist. Jalpaiguri, appertaining to R.S. Khatian Nos.282/3 & 282/5, in Sheet No. 5 (Five) comprised of part of plot No. 131 measuring 16 Cotta of land out of that measuring 8 (Eight) Cotta of land are hereby sold, and the sold land are shown in the site plan by the red demarcation Marked (A) annexed herewith and forming part of these presents:-

The demised plot of land bounded as follows:-

NORTH- 28' Wide Road,

SOUTH- Part Land of Plot No. 131.

EAST- Land of Purchasers purchased to-day.

WEST- Land of Sayar Devi Bhansali and Indu Devi Agarwal,

Measurement of the sold land:

NORTH - 53' - 03", **SOUTH** - 53' - 03", **EAST** - 103' - 00", **WEST** - 105' - 06"

Contd.....7.

Ranprakash Jain
यन्त्र व्यवस्थापक

- 7 -

IN WITNESS WHEREOF the Vendors put their signatures on this Deed on the day, month and year first above written.

WITNESSES:

1 शमितार उद्योगाल
मीलनपल्ली
(सीलीगुड़ी)

2. Rajkumal Agarwal
Punjabi lane.
Siliguri

Prepared by me:

Pijush Kanti Sarkar

(Pijush Kanti Sarkar)
Deed Writer Jalpaiguri
Licence no. 26

Typed by me

S. Saha

(S. Saha)

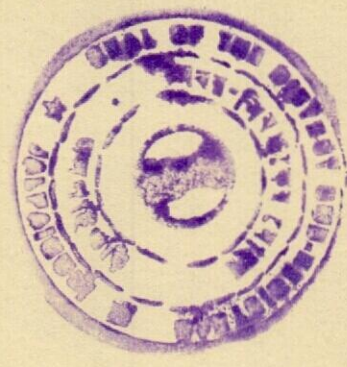
IN WITNESS WHEREOF the said parties have hereunto set their hands and seals at the city of New York, this 1st day of January, 1901.

WITNESSES



J. A. 1.2001

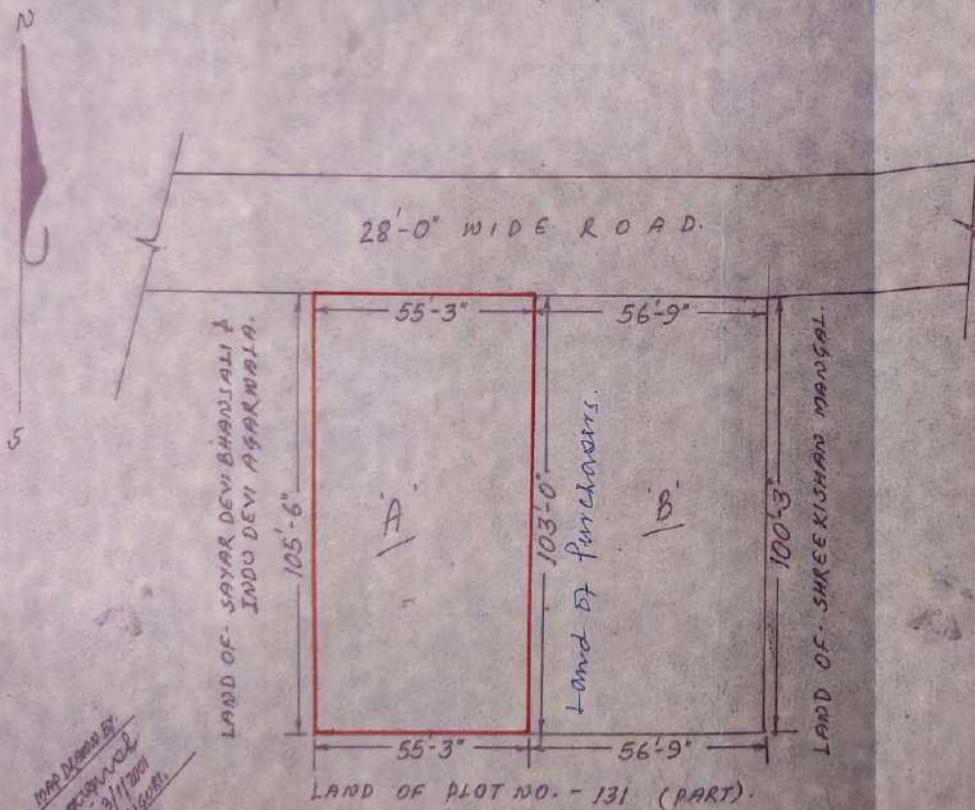
Register Authorized U.S. TOL
of Act. XVI of 1886. J. A. 1.2001



199 104
114

11.1.2001

SITE PLAN SHOWING THE LAND TO BE SOLD IN FAVOUR OF - 1. SRI OM PRAKASH AGARWAL 2. SRI BASANT KUMAR AGARWAL
 BOTH S/O. SRI RADHA KISHAN AGARWAL BOTH RESIDENT OF - PANTABI PARA, WARD NO. - 13, SILIGURI, P.S. - SILIGURI, DT. DARJEELING
 BY - 1. SRI OM PRAKASH JAIN 2. SRI PRATAP KUMAR JAIN BOTH S/O. LT. HIRA LAL JAIN BOTH RESIDENT OF 2 1/2 MILE
 SEVOKE ROAD, WARD NO. - 42, P.O. - SEVOKE ROAD, P.S. - BHAKTINAGAR, DIST - JALPAIGURI.
 SCHEDULE OF LAND - MOUZA - DABGRAM, J.L. NO. - 2, WARD NO. - 42, SHEET NO. - 5, KHATAI NO. - 282/3 + 282/5.
 PART OF PLOT NO. - 131. AREA OF LAND TO BE SOLD - 8 COTTAH OR 0.1320 ACRE. SOLD LAND OF
 MARKED - "A" - HAS BEEN SHOWN BY RED BORDER. SCALE - 1" (INCH) = 30' (FEET).



An Prakash Jain
 Jaitu Singh

SIGNATURE OF SELLERS.