property mortgaged with BOB. val. of R. 66-75 Green valley

INDIA NON JUDICIAL

२०० रु. Rs 100

एक सौ रुपये ONE HUNDRED RUPEES

Registrar Authorised U/S. 7(2) of Act XVI of 1908, Jalpaiguri

Amar Banerjee Constituted Attorney of Bodhanand Winified Mary Ray, Robina Indira Ghosh, Mita Spiller, Sheila ann Banerjee and Tridib Kumar Ray

21.1.2000

DEED OF CONVEYANCE

Value of Rs.3,500/-

Area: 7 Katha 8 chhatak

P.S. Bhaktinagar

Ward no -

contd...2

Addl. Registrar of Assurances
Receipt
Is issued vide Receipt
No. 1434/
21.1.2000

inducted the Defence Department. Govt. of India for their defence purposes on yearly rental basis on hire by delivery of possession

1976
Binod Kr. Agarwala.
Bilqis
100

Presented for Registration at ..... A.M./P.M.
the 2nd ... 19.95
in District ... Jalpaiguri
... Executants/Claimants

1/7/99

Registrar Authorised u/s. 7(3)
of Act XVI of 1908, Jalpaiguri

2/7/99

Registrar Office

Sig. T.D. Roy
2/7/99

Amar Banerjee
Bipin Banerjee
Hiren Guha
Constituted Attorney of Bodhurani Winified Mary Roy, Robina Indira Ghosh, Nila Spiller, Smritikana Banerjee and Tridib Kumar Roy

(Amar Banerjee)
Constituted Attorney
of Bodhurani Winified
Mary Roy, Robina Indira
Ghosh, Nila Spiller,
Smritikana Banerjee and
Tridib Kumar Roy

Hiren Guha Thakurta
Advocate

Hiren Guha Thakurta
Advocate

2/7/99

Registrar Authorised u/s. 7(3)
of Act XVI of 1908, Jalpaiguri

INDIA NON JUDICIAL

१०० रु. Rs 100

एक सौ रुपये ONE HUNDRED RUPEES

(Amar Bonerjee)
Constituted Attorney
of Bodhisattwa Wealfed
Pvt. Ltd. Robins India
Ghosh, Nita Spitter,
Sheila and Bandhan and
Tridib Kumar Ray



THIS INDENTURE made on this 2nd day of July One thousand nine hundred and ninety nine.

B E T W E E N

SRI BINOD KUMAR AGARWALLA son of Late Amilal Agarwalla, by caste Hindu by occupation Business resident of Mangtu Ram Road, Siliguri P.S. Siliguri, Dist. Darjeeling hereinafter called the PURCHASER ( which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, administrators, representatives and assigns) of the ONE PART.

A N D

Contd...3

2977
Binod for Agenda
Sl. 109.

1/7/99

2/7/99
Registrar Authorised U/S. 7(2)
of Act XVI of 1966, Jalpaiguri

(Amar Banerjee)
Constituted Attorney
of Bodhurani Ray,
Mary Ray, Robina Ray
Ghosh, Nila Spiller,
Sheila ann Banerjee &
Tridib Kumar Ray



1. BODHURANI WINIFRED MARY RAY wife of Late Tushar Kumar Ray 4,Lacock Close Wimbledon S.W. 19 I.B.B. U.K. 2. ROBINA INDIRA GHOSH daughter of Late Tushar Kumar Ray, 38, Frimley Gardens Mitcham Surruy C.R. 43 A.Q. U.K. 3. NILA SPILLER daughter of Late Tushar Kumar Ray, 18, Detillens Lane, Limps Field Surruy R.H. 8 ODJ U.K. 4. SHEILA ANN BANERJI daughter of Late Tushar Kumar Ray, 1/190 Kurraba Road, Neutral Bay, Sydney 2089, Australia and 5. TRIDIB KUMAR RAY son of Late Tushar Kumar Ray, 3, The Pightle Oving, Buckingashire, H.P. 22 - H.S. U.K. represented by their Constituted Attorney Sri Amar Banerjee son of Late Rai Bahadur Bipul Banerjee, Advocate and Notary, resident of Hakimpara, P.O., P.S. & Dist.Jalpaiguri on the strength of Power of Attorney adjudicated by the Collector, Jalpaiguri on 20.8.98 and Power of Attorney dated 13.2.98, hereinafter collectively called the VENDORS ( which expression shall mean and include unless excluded by or repugnant to the context their heirs, successors, executors, administrators, representatives and assigns) of the OTHER PART.

WHEREAS the Predecessor of the present vendors Tushar Kumar Ray son of Promoda Nath Ray was recorded owner of lands of R.S. Khatian No.176/5(Ka ) having sixteen annas interest with total land measuring 30.37 acres comprising of several plots including Plot Nos.254,255 and 258 having respective area of land measuring 7.15 acres, 1.10 acres and 1.55 acres.

A N D

WHEREAS during his life time the said Tushar Kumar Ray had inducted the Defence Department, Govt. of India for their defence purposes on yearly rental basis on hire by delivery of possession

Contd...4

Constituted Attorney of Bodhurani Ward Mary Ray, Rabindra Ghosh, Nila Spitter, Sheila and Benjamin Tridib Kumar Ray



of the entire land of the said plot nos.254,255 and 258 having total area measuring 9.80 acres of land which is still in possession of the said Attorney.

A N D

WHEREAS on death of the said Tushar Kumar Ray the present Vendors being only legal heirs have jointly inherited and become joint owners thereof and have been enjoying usufract of the said land by realising and/or accepting yearly rent from the said Department through their Constituted Attorney.

A N D

WHEREAS the Defence Authority has recently decided to dehire the said land and to re-deliver possession thereof unto the present Vendors through their Constituted Attorney and soon after the Defence Authority will re-deliver possession of the said land unto the Present Vendors through their Attorney.

A N D

WHEREAS the present Vendors have decided to dispose of the said land by transfer for their own urgent necessity and the present Purchaser to purchase the portion of the said land measuring 7 Katha 8 chhataks from the present Vendors as fully described in the Schedule hereunder with the condition that as soon as the Defence Authority will re-deliver possession of the land to the present Vendors, the Vendors through their Attorney shall at once deliver the possession of the demised ~~land~~ land unto the present purchaser to which the present Vendors have agreed to.

A N D

Contd...5

Registrar Authorised U/S. 7(2)
of Act. XVI of 1860, Jalpaiguri

WHEREAS the Purchaser have agreed to purchase the demised land at a total consideration of Rs.3,500/- ( Rupees three thousand five hundred) only.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said offer and acceptance and also in consideration for the sum of Rs. 3,500/- ( Rupees three thousand five hundred) only, paid by the purchaser to the Vendors through their Attorney ( the receipt whereof the Vendors do hereby acknowledge and grant full discharge to the Purchaser from the payment thereof).

A N D

The Vendors do hereby grant,convey, assign and transfer unto the Purchaser the said land hereby sold fully described in the Schedule below, free from all encumbrances and make over possession thereof together with all rights, title, privileges, appendices appurtenances belonging to or in any way appertaining to the said land hereby sold so to be 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 charge, mortgage attachment or any other encumbrances of the said land hereby transferred or any part thereof at the date of these presents and in case of any such charge, mortgage, attachment or any other encumbrances or for any other loss that the Purchaser have to suffer in consequence thereof.

Contd...6

A N D

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

A N D

The Vendors further declare that if the Purchaser is deprived of possession of the said land or any part thereof for the defect of title of the Vendors and shall be liable to compensate the purchaser or to return to the Purchaser 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 other contract with any other person for sale, transfer, mortgage of the said land hereby sold or any part thereof and there exists no ccharge, mortgage, attachment sale or transfer at the date of these presents and if any recitals made herein are proved to be false the Vendors shall be liable to compensate the Purchaser in consequence thereof.

Contd...7

(Amar Banerjee)
Constituted Attorney
of Bodhurani Winifred
Mary Ray, Robina Indira
Ghosh, Nila Spiller,
Sheila ann Banerjee and
Tridib Kumar Ray



SCHEDULE OF LAND

All that piece or parcel of raiyati land measuring 7 katha 8 chhataks at an annual rent of Rs.0.75 paise only, appertaining to and forming part of 30.37 acres of land at an annual rent of Rs. 308/13/- annas 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 No.176/5(Ka) in Sheat No.7(Seven), comprising of part of plot nos.254, 255 measuring 7 katha 8 chhataks of land are hereby sold and the sold land bounded as follows :-

North: Rukma Devi Agarwalla
South: " Devi Agarwalla
East : Murli Ram and others
West : 24' wide Road.

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

WITNESSES:

1. Hiren Guha Thakurta
Advocate, Jalpaiguri

2. Nirmal Chakri

Prepared by me
Pijush Kanti Sarkar
( Pijush Kanti Sarkar )
Deed Writer, Jalpaiguri
Licence No.26

Typed by:
( B.Mallik)

K 247/95

Registrar Appointed Under Sec. 7(2)
of Act, Kolkata, Dibrugarh

Regd.
of A.

25 - 1 - 2