



₹ 1000

Rs 1000

एक हजार रुपये ONE THOUSAND RUPEES

Certified to be a true and correct copy of the original as per the records of the Government of India
M TTB/38 11.1.97
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Agarwal
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A 429
27.12.96

DEED OF CONVEYANCE (SALE)

13700
4000
3700

Contd . . . P/No. 2 .

A 374
P 450

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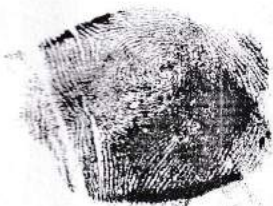
Sil'izma

100/100

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Bimal K. Agarwal

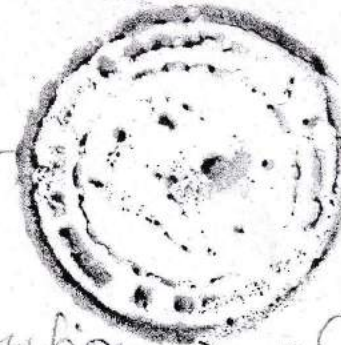
Attest my hand and the seal of the
County of _____ State of _____
this _____ day of _____ 19____

27.12.96



P 78 77

Binod Kr. Agarwal



Exemption is admitted

Binod K. Agarwal
3101-10A

310 Late Ambedkar Aggarwal

Khairpara

Liège

Business

Id. Cult. F. C.
Md. Islam.

Slo Lat. Md. Sahib Jan

Mallapragada

... Matigara

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Bilbo

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St. Andrews

ACCI Dist. Sub-Register
Siliguri, Dt. Darjeeling
27

27-12-96



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Binod kr. Agarwal

THIS DEED OF CONVEYANCE (SALE) IS MADE
ON THIS THE 27TH DAY OF DECEMBER 1996.
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Contd . . . P/No.3.



Benod kr. Agarwal

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THIS DEED OF CONVEYANCE (SALE) IS MADE
ON THIS THE 27TH DAY OF DECEMBER 1996.

Contd . . . P/No.3.

Siliguri

1000/-

Total,

1000/-

1000/-

2000/-



Addl. Dist. Commr.
Siliguri, Dist. Darjeeling

EM

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Binod Kr. Agarwal

<u>Price</u>	: <u>Rs. 40,000/=</u>
<u>Area</u>	: <u>0.54 Acre</u>
<u>Khatian No</u>	: <u>Old 6/1, Hal 91/1</u>
<u>Plot Nos</u>	: <u>Hal 421, 422, 423</u>
<u>Police Station</u>	: <u>Matigara</u>
<u>Mouza</u>	: <u>Baragharia</u>
<u>District</u>	: <u>Darjeeling</u>

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B E T W E E N

1. SMT. SHALL DEVI, Wife of Sri Rajendra Prasad Gupta, 2. SMT. SHILA DEVI, Wife of Sri Rabindra Prasad Gupta, 3. SMT. MINA GUPTA, Wife of Sri Birendra Prasad Gupta, 4. SMT. SHASHIKALA GUPTA, Wife of Sri Jitendra Prasad Gupta, 5. SMT. RAJESHWARI GUPTA, Wife of Sri Upendra Prasad Gupta and 6. SMT. USHA GUPTA, Wife of Sri Nagendra Prasad Gupta - All Hindu by faith, Business by Occupation, residing at Sister Nivedita Road, Post Office Pradhan Nagar, Police Station Siliguri, District Darjeeling (West Bengal) hereinafter jointly called the PURCHASERS (which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, legal representatives, successors, administrators and assigns) of the ONE PART.

A N D

SRI BINOD KUMAR AGARWAL, Son of Late Amilal Agarwal, Hindu by faith, Business by Occupation, residing at M.R. Road, Khalpara, Post Office & Police Station Siliguri, District Darjeeling (West Bengal) hereinafter called the VENDOR (which expression shall mean and include un -

Bind kr. Agaru

less excluded by or repugnant to the context his heirs, executors, legal representatives, successors, administrators and assigns) of the OTHER PART.

WHEREAS the Vendor is the exclusive and absolute owner and in physical possession of a peice of agricultural land measuring 0.665 (Zero point six six five) Acre, appertaining to and forming part of Hal Plot nos. 421 (Four two one), 422 (Four two two), 423 (Four two three) and 461 (Four six one), recorded in Revisional Settlement Survey's Finally Published Record-of-Rights Khatian no. 91/1 (Nine one by one) (Hal), within Mouza Baragharia, Police Station at present Matigara, Hal J.L. No. 82, morefully described in the schedule mentioned hereinbelow, having permanent, heritable, transferable rights, title and interest therein, purchased by him from Sri Loknath Chatterjee, Son of Late Ram Pada Chatterjee and Smt. Shehalata Mukherjee, Wife of Late Tyejesh Mukherjee, both of Hill Cart Road, P.O. & P.S. Siliguri, District Darjeeling, by virtue of a Deed of Sale, registered at the office of Sub-Registrar Siliguri on 11-07-1984, being Document no. 4346, Book no. I, for the year 1984.

ANDWHEREAS the vendor being in need of money for his development scheme, has firmly and finally decided to sell his aforementioned agricultural land measuring 0.54 (Zero point five four) Acre out of his total land measuring 0.665 (Zero point six six) five) Acre, fully described in the schedule mentioned hereinbelow, and as such offered for sale, free from all encumbrances, charges, mortgage, lien whatsoever.

ANDWHEREAS the Purchaser being in need of a good plot of land and relying upon the aforementioned statement of the Vendor, have offered to purchase the aforementioned land measuring 0.54 (Zero point five four) Acre, fully described in the schedule mentioned hereinbelow, at a consolidated price of Rs. 40,000/= (Rupees Forty thousand) only, free from all encumbrances, charges, mortgage, lien whatsoever.



Signed Kr. Agardal

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ANDWHEREAS the Vendor considering the price so offered by the Purchasers as fair, quite reasonable and just particularly in view of the prevailing highest market price for such land, has accepted the same and agreed to sell to the said Purchasers all that peice or parcel of land measuring 0.54 (Zero point five four) Acre, out of his total land measuring 0.665 (Zero point six six five) Acre, appertaining to and forming part of Hal Plot nos. 421 (Four two one), 422 (Four two two) and 423 (Four two three), recorded under Hal Khatian No. 91/1 (Nine one by one), within Mouza Baraghararia, morefully described in the schedule mentioned hereinbelow, free from all encumbrances, charges, mortgage, lien whatsoever, at a price of Rs. 40,000/= (Rupees Forty thousand) only.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the aforesaid offer, acceptance and agreement and also in consideration of the sum of Rs. 40,000/= (Rupees Forty thousand) only, paid to the Vendor by the Purchasers in Cash (the receipt whereof the Vendor do hereby acknowledge as having received and the Vendor also grants full discharge to the Purchasers from the payment thereof), the Vendor do hereby convey, assign, sell and transfer absolutely and forever the below scheduled land and makes over the possession thereof unto and in favour of the Purchasers TO HAVE AND TO HOLD the same by the Purchasers as absolute owners thereof together with all rights, title, interest, hereditaments, liberties, easements, fences, appertenance and appendages whatsoever in any way belonging to or reputed to belong therewith the land, peaceably and quitely, with permanent heritable and transfereble rights and without any claim, objection, interference or interruption from the Vendor or any person or persons claiming under him, subject to the payment of land revenue and other taxes to the Govt. of the State of West Bengal, free from all encumbrances, charges, mortgage lien whatsoever.

THE Vendor declares that the interest which he professes to transfer hereby subsists as on the date of these presents, and that the pro-



Signed Kr. Agawala

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contracted for sale or otherwise in favour of any other person or persons or party, and that the said property suffered from no defect of title and that the recitals made hereinabove are all true and correct and in the event of any contrary is proved, then the Vendor shall be fully liable for false recitals and shall also be liable to make good the loss or injury, which the Purchasers may suffer or sustain in consequences thereof.

THE Vendor further covenants with the Purchasers that if for any defect of title or for any act done or suffered to be done by the Vendor the Purchasers be deprived of ownership or of possession of the said below scheduled land or part thereof in future then the Vendor shall return to the Purchasers the full or proportionate part of the consideration money or as the case may be, together with an interest @ 2% (Two percent) per month from the date of such deprivation of ownership or possession, and the Vendor shall further pay adequate compensation to the Purchasers for any other loss or injury, which the Purchasers may suffer or sustain resulting therefrom.

SCHEDULE

All that peice or parcel of agricultural land measuring 0.54 (Zero point five four) Acre, appertaining to and forming part of Hal Plot no. 421 (Four two one), 422 (Four two two) and 423 (Four two three), recorded under Hal Khatian no. 91/1 (Nine one by one), within Mouza Baragharia, J.L. No. 82, Paragana Patharghata, Sheet no. 2, Touzi no. 91(Hal 8), Police Station Matigara, Sub-Division and Sub-Registry Office Siliguri, District Darjeeling (West Bengal). The proportionate annual Rent is payable to the Govt. of West Bengal and the said land is shown and delineated with RED BORDER lines in the map/plan annexed herewith, forming part of these presents sold by this Deed of Conveyance (Sale).

The said land, hereby sold, is butted and bounded as follows :-

By the NORTH : Boundary of Dhaknikata Mouza (Land of Darjeeling Petrochemical Industries and Rajendra Prasad Gupta and others).

By the SOUTH : Land of Sri Manoj Kumar Agarwal.

By the EAST : Land of Vendor and Sri Manoj Kumar Agarwal.

By the WEST : Land of Sri Manoj Kumar Agarwal.

IN WITNESS WHEREOF the aforementioned Vendor do hereunto set his respective hand, in good health and in conscious mind, on this Deed of Conveyance (Sale) on this the day, month and year first hereinabove written.

Witnesses :

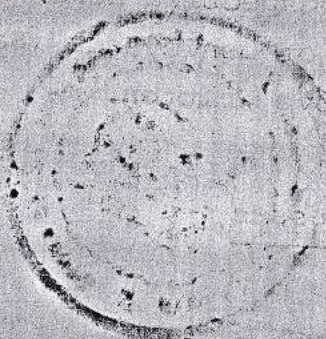
(Signature)
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 ১৮/১১/৮৭

Mol Islam
Solate Malsahajan
Mallaguri

Drafted, readover, explained the parties by me and typed my Chamber :

(Signature)
 (R. C. CHAKRABORTY)
 ADVOCATE/SILIGURI

Enrl. No. WB/252/1987.



SP
Addl Dist. Sub. Commr.
Siliguri, Dt. Darjeeling

Re joined on
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Atchuthan
Addl Dist. Sub. Commr.
Siliguri, Dt. Darjeeling
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