

THIS DEED OF CONVEYANCE IS MADE THIS THE THIRTEENTH DAY

OF AUGUST IN THE YEAR OF NINETEEN HUNDRED NINETYTHREE AT

JALPAIGURI.

BETWEEN

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1. SHRI TAPAN KUMAR SAHA, Son of Late Radhaballav Saha, Hindu by religion, Business by occupation, residing at Girish Ghosh Sarani, Hakimpara, P.O.& P.S.Siliguri, District Darjeeling.

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- 2. SHRIMOTI NALINIBALA SAHA, Wife of Late Radhaballav Saha,
  Hindu by religion, House-wife by occupation, residing at
  Girish Ghosh Sarani, Hakimpara, P.O.& P.S. Siliguri, DistrictDarjeeling.
- .3. SHRIMOTI MAMATA BOSE, Wife of Shri Pradip Kumar Bose, Hindu by religion, Housewife by occupation, residing at Hisimpera, P.O.& P.S. Siliguri, District Darjeeling.

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4. SHRIMOTI MALINA SAHA, Wife of Shri Narayan Chandra Saha, Hindu by religion, House-wife by occupation, residing at P.O.& District Malda.

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5. SHRIMOTI SABITA ROY, Wife of Late Kamalesh Roy, Hindu by religion, Housewife by occupation, residing at P.O.& P.S. Nabadwip, District Nadia.

6. SHRIMOTI BITHIKA DEY, Wife of Shri Chaittannya Dey, Hindu by religion, House-wife by occupation, residing at P.O.& P.S. & District Malda.

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- 1 to 6 are hereinafiter called the <u>VENDORS</u> (which expression shall mean and include unless excluded by or repugnant to the contexts their heirs, legal representatives, executors, administrators, successors and assigns) OF THE FIRST PART. The Vendors No.4 to 6 are represented through their duly constituted attorney Shri Bibhuti Ehusan Roy by virtue of a registered General Power of Attorney bearing No.284/1993 registered in the Siliguri Sub-Registry Office.

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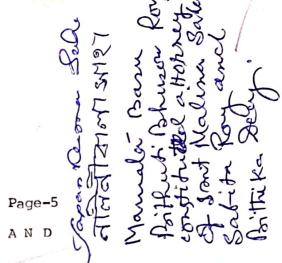
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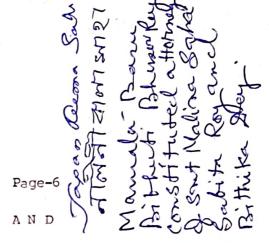


- 1. SHRI RANADA PRASAD SAHA, Son of Late Radhaballav Saha, Hindu by religion, Business by occupation, residing at Swamiji Sarani, Hakimpara, P.O.& P.S.Siliguri, Dist. Darjeeling.
- 2. SHRI RATAN SAHA, Son of Late Radhaballav Saha, Hindu by religion, Business by occupation, residing at B.C.46/4 Salt Lake City, Calcutta-64 and at present residing at Girish Ghosh Sarani, Hakimpara, P.O.& P.S. Siliguri, District Darjeeling.
- both are hereinafter called the <u>VENDEES</u> (which expression shall mean and include unless excluded by or repugnant to the contexts their heirs, legal representatives, executors, administrators, successors and assigns) OF THE SECOND PART.

WHEREAS One Nibaran Chandra Singha purchased the schedule mentioned land by virtue of a Deed of Sale registered in the Jalpaiguri Sadar Sub-Registry Office and entered in the Book No.I, Volume No.24, Pages 241 to 243, Being No.2611 for the year of 1964.

### AND

WHEREAS said Nibaran Chandra Singha sold the schedule mentioned land to one Phanindra Mohan Saha by virtue of a Sale Deed bearing No.4611/1964 registered in the Jalpaiguri Sadar Sub-Registry Office.



WHEREAS said Phanindra Mohan Saha sold the Schedule mentioned land to Radhaballav Saha by virtue of a Sale Deed registered in the Siliguri Sub-Registry Office and entered in Book No.I, Volume No.105, Pages 145 to 160, Being No.8445 for the year 1974 along with other lands.

#### AND

WHEREAS said Radhaballav Saha had been enjoy and possessing the schedule mentioned land with all heritable and transferrable right, title and interest thereon.

#### AND

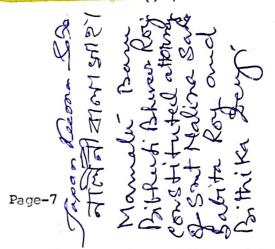
WHEREAS said Radhaballav Saha died intestate on 27.10.87 leaving behind the Vendors and the Vendees as the only legal heirs. As such according to Hindu Succession Act the schedule land automatically devolved upon the Vendors and the Vendees each having 1/8th undivided share therein.

#### AND

WHEREAS the Vendors proposed to sell their 1/8th respective undivided shares in the schedule mentioned land.

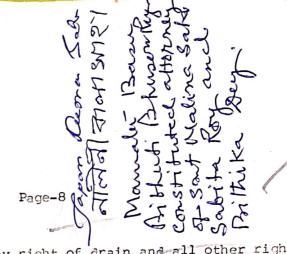
## AND

WHEREAS the Vendees offered the sum of Rs.31,750/-(Rupees thirtyone thousand seven hundred fifty) only to the Vendors as full consideration money with a view to purchase the Vendors undivided shares in the schedule mentioned land and the Vendors accepted the said offer of the Vendees as the highest



market price and agreed to sell, transfer, assign and convey all their right, title interest and quiet physical possession in absolute free from all encumbrances whatsoever in nature in the schedule mentioned land. As such the Vendors respective 1/8th undivided shares in the schedule mentioned land are sold to-day in favour of the Vendees by the Vendors and the consideration money/sale price of Rs.31,750=00 (Rupees thirtyone thousand seven hundred fifty) only is paid to-day to the Vendors by the Vendees.

NOW THIS DEED OF CONVEYANCE WITNESSETH that in pursuance of the said proposal, offer, acceptance and in payment of full consideration money/sale price of Rs.31,750/- (Rupees thirtyone thousand seven hundred fifty) only to the Vendors by the Vendees in cash (the receipt of the entire consideration money whereof by the aforesaid manner the Vendors do hereby admit acknowledge and from the same and every part thereof acquit, release and discharge the Vendees for ever by execution of these presents) the Vendors hereby grant convey transfer assign their respective 1/8th undivided shares in the schedule mentioned land free from all encumbrances and deliver actual quiet physical possession UNTO THE VENDEES for ever IN ALL THE PREMISES fully described in the schedule below and the Vendees shall HAVE AND HOLD in full ownership or howsoever or otherwise the said land hereby sold transferred or expressed or intended so to be and every part thereof Now are or is heretofore were or was situate butten and bounded called known numbered described or distinguished together with all liberties easement interest possession profits all water courses privileges issues



advantages right of way right of drain and all other rights and standing trees plants, if any, all estates claims demands whatsoever both at law and equity of the Vendors in or upon the land hereby sold which have been described in the schedule below subject to payment of rents to the State of West Bengal AND THAT the Vendors have not done or knowingly suffered to be done to the contrary or been privy or party to any act deed things whereby the said land hereby sold or any part thereof are or can be impeached or affected in title interest and possession otherwise howsoever and it shall be lawful for the Vendees from the time to time and at all times hereafter peacefully and quietly enter upon HAVE HOLD AND OCCUPY POSSESS AND ENJOY the said land hereby sold without any trouble, denial eviction interruption claim demand and hindrance whatsoever by and from the Vendors or any one legally or equitably claiming or to claim by or from the Vendors or by any person having or claiming any estate in or to the said land hereby sold or any part thereof will at all times at the request and at the costs of the Vendees do such assurance and things for further and more effectually assuring the title enjoyment and possession of the Vendees in the land hereby demised and every part thereof as shall be reasonably required AND it is clearly covenanted by the Vendors that there was no sale made or no contract or agreement for sale made or entered into for sale or transfer otherwise by the Vendors of the land hereby sold with any other party previous to these presents and in the event of discovery of any such sale contract for sale or agreement for sale or otherwise transfer in respect of all the land hereby sold or any part thereof or any of the recitals

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made herein this Deed is/are proved to be false the Vendors shall be liable for Criminal prosecution and be liable to return back the entire consideration money with all incidental costs and 18% interest per annum and the Vendors further be liable to compensate the Vendees adequately for any loss or injury the Vendees may have to sustain in consequence thereof AND it is further covenanted by the Vendors that all rents upto this date have been paid and all conditions to be performed or observed in law have been fulfilled and in case it transpires otherwise the Vendors indemnifies the Vendees against any loss that may arise in consequence thereof and the Vendees shall be entitled to put his own namedin the records of the Government and Municipality in place of the Vendors through mutation process AND it is further covenanted by the Vendors that if for any defect in right interest or possession of the Vendors in the land hereby sold the Vendees is deprived of possession or title or exclusive enjoyment from the land hereby sold or any part thereof the Vendors in that case shall be liable to return back the proportionate or full consideration money as the case may be together with costs adequate compensation and interest at the rate of 18% per annum till full realisation from the date of deprivation or dispossession.

# SCHEDULE

Each Vendors  $\frac{1}{8}$ th undivided share and/or all Vendors  $\frac{6}{8}$ th undivided shares in the land measuring 15(fifteen) Kattahs or '25 (Point twentyfive) decimal situates in the District Jalpaiguri, Police Station Rajganj, Mouza-Dabgram, J.L.No.2, Touzi No.3, Sheet No.12 under Khatian No.660 and forming part of Plot No.431/740.

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The said land is bounded as follows :-

By North : Land of Narendra Dutta Munsi;

By South : Road;

By East : Land of Santosh Sutradhar and Lalit Ghosh;

By West : Land of Mrinal Kanti Bhattacherjee.

The total Land Revenue in the said Khatian is R.14.75 as such proportionate Land Revenue for the aforesaid land is Re 1/- payable to the state of West Bengal.

IN WITNESS WHEREOF THE VENDORS PUT THEIR RESPECTIVE SIGNATURES ON THE DAY, MONTH AND YEAR AS MENTIONED ABOVE.

# Witnesses:

1. Bijush leanti Celush

Poliveat Isiligusi

Drafted by me, typed in my office and I read over and explained the contents of these present to the executants in Bengali.

(PIJUSH KANTI GHOSH)
Advocate/Siliguri
W.B.Bar Council Enrollment
No.WB/426/1980.

2. Roimen Hotel