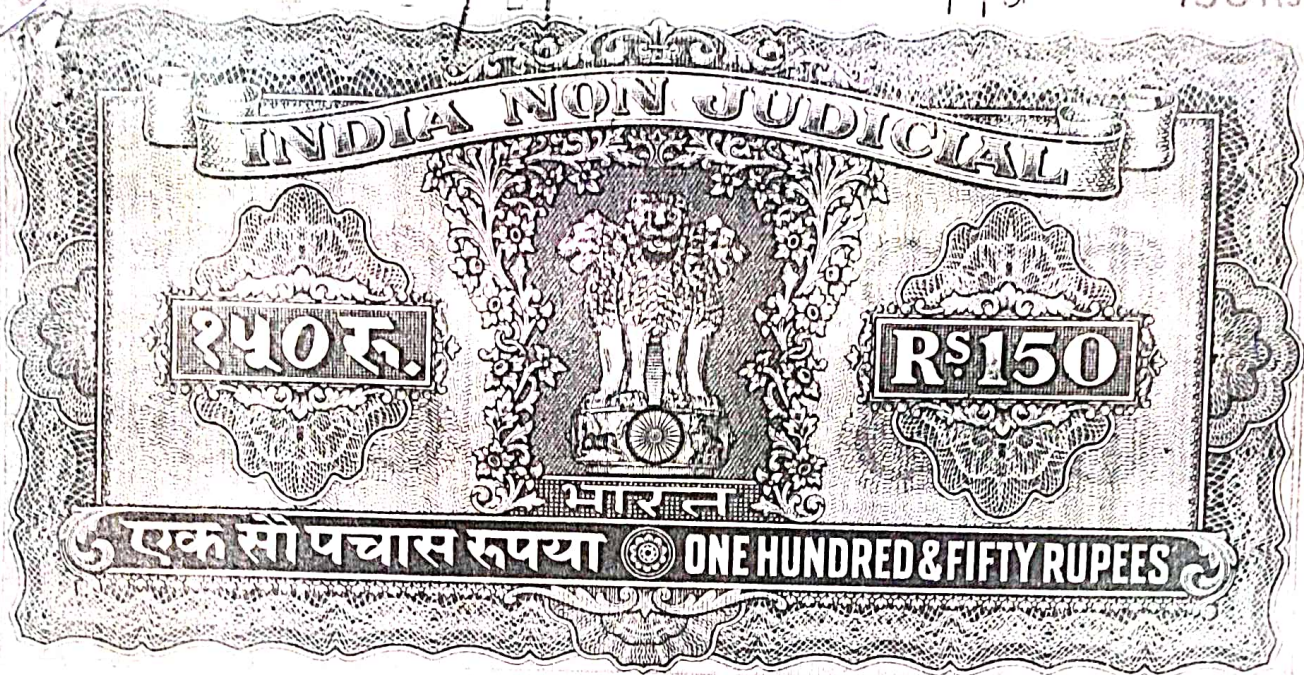


L 8442

150 Rs.



Stamp details:
 Not possible under rule 23
 Also under Section 23 of the
 Act, 1955/N Act-1963
 Stamp Act, 1959,
 Amendment Act, 1979

Handwritten calculations:
 85-50
 3-50
 89/-
 20-00
 20-00
 129-00

Handwritten signature: *Chandra Mohan Saha*

Seen:
 26/2/77
 R.

C O N V E Y A N C E

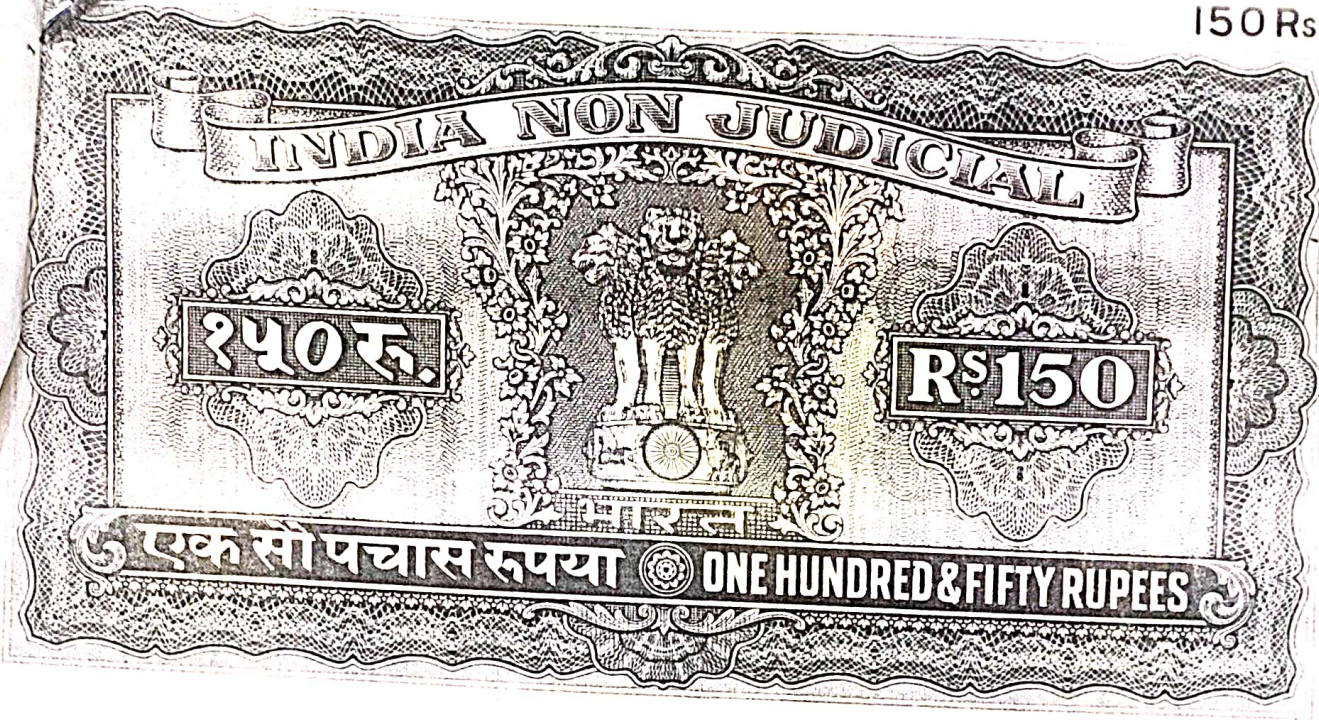
- Conveyance :
- Value of Properties :
- Darjeeling Dist.
Rs. 8000/-
- P.S. Siliguri :
- Dist. Jalpaiguri :
Rs. 3500/-
- P.S. Raiganj :
- Dist. West Dinaipur
Rs. 2000/-
- Total: Rs. 13,500/-
- P.S. Tapan ✓
- co-sharer :

This Indenture made this the 26th day of
 December, One thousand Nine
 hundred & seventy
 four

B E T W E E N

MC No 267 (D) / 7677
 Circle Inspector (L. R.)
 Siliguri.

150 Rs.



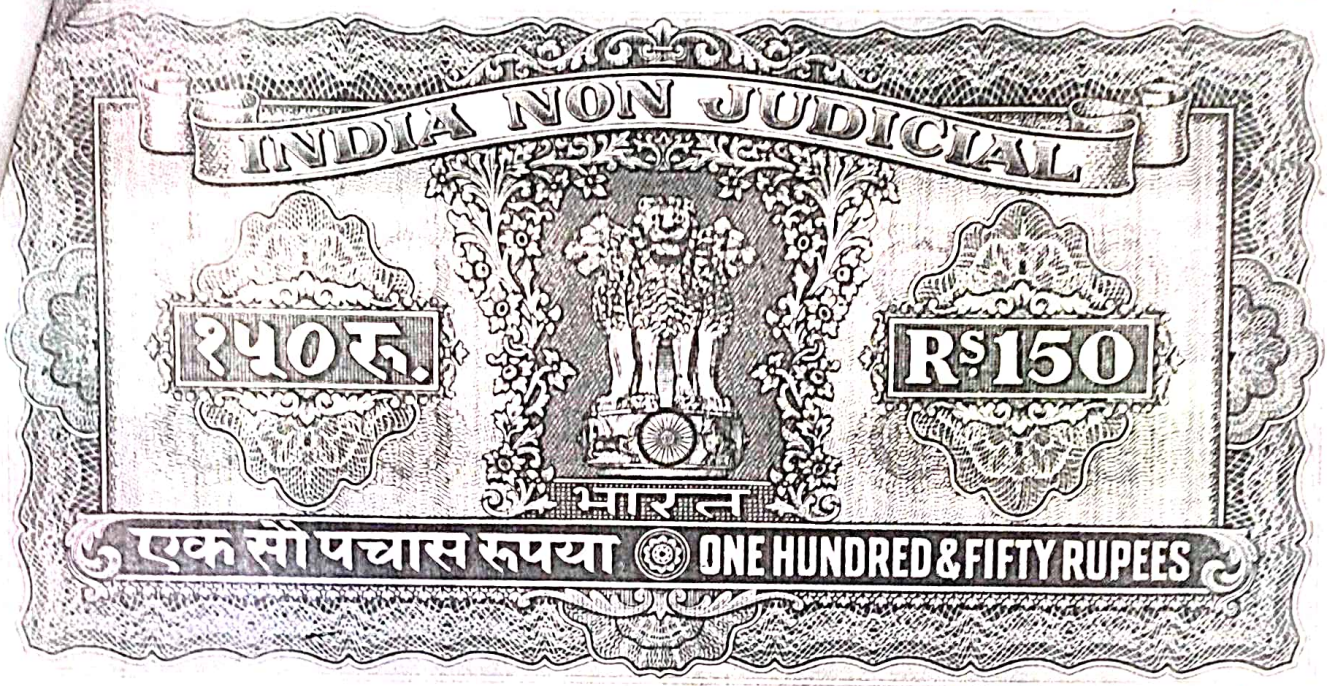
2.

Phani Ram Mohan Saha

B E T W E E N

Sri Radha Ballav Saha, son of late Rajendra Lal Saha, Hindu by religion, businessman by occupation, resident of Hakimpura Siliguri, Police --

150 Rs.

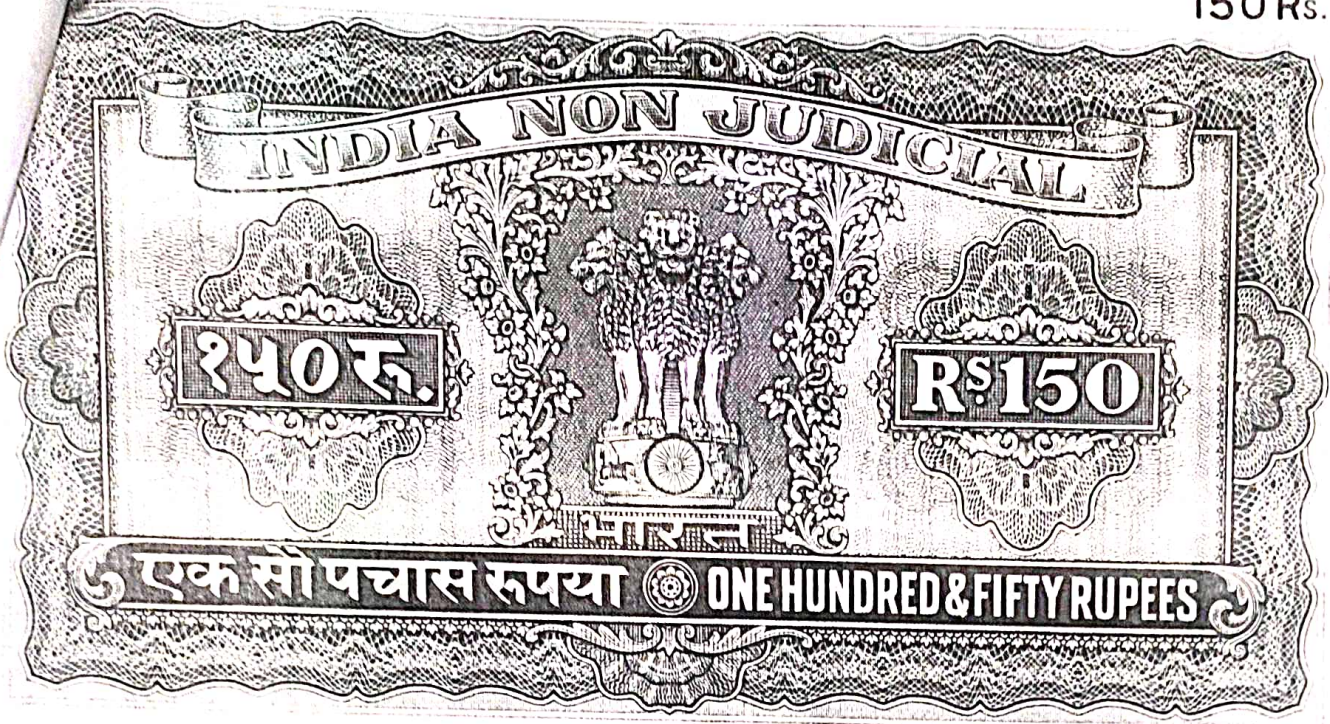


3.

Pravinendra Mohan Saha

Station, Sub Registry Office and Sub Division
Siliguri, Dist. Darjeeling - hereinafter call-
-ed the PURCHASER (which expression shall mean
and include unless excluded by or repugnant to

150 Rs.



4.

Phanindra Mohon Saha

the context his heirs, executors, administrators, successors, representatives and assigns) of the ONE PART.

✓ A N D

Sri Phanindra Mohon Saha, son of late Rajendra Lal Saha, Hindu by religion, businessman by occupation,



5.

Phaninda Mahan Saha

resident of Hakimpura Siliguri, Police Station,
Sub Registry Office and Sub Division Siliguri,
Dist. Darjeeling - hereinafter called the VENDOR



6.

Pravin Mohan Saha

(which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, administrators, successors, representatives and assigns) of the OTHER PART.

WHEREAS ...

Phanindra
Saha

WHEREAS the Vendor self and his two other brothers one late Manindra Mohon Saha and the other the Purchaser had acquired 10 ten kattas of .16½ sixteen & a half decimal of raiyati homestead land and constructed building thereon, purchased from one Probodh Chandra Biswas of --- Kalimpong, by virtue of a deed of sale, registered at Siliguri S. R. Office on 7. 10. 64, registered in Book No. I, Volume No. 50, Page 38 to 44, Being No. 4523, for the year 1964, situated within Pargana Baikunthapur, Mouza, P.S., S.R. Office and Sub Division Siliguri, District Darjeeling, in Ward No. VIII of the Siliguri Municipality, which land had acquired by the said Probodh Chandra Biswas, from one Nirode Chandra Burman of Dabgram, by virtue of a deed of Lease, registered at -- Siliguri S. R. Office on 25. 3. 1947, registered in Book No. 1, Volume No. 4, Page 208 to 210, Being No. 328, for the year 1947, having permanent heritable and transferrable interest therein and as such from the date of aforesaid date of purchase the Vendor along with his brothers have got right title and interest having permanent heritable and transferrable interest therein and the said land and the building thereon are in khas, actual, physical and peaceful possession of the Vendor with his brother's legal heirs and the Purchaser at the date of these presents.

A N D

WHEREAS the Vendor had acquired by purchase 15 fifteen kattas or .25 twenty five decimal of raiyati land from one Nibaran Chandra Singh of Dabgram, by virtue of a deed of sale, registered at Jalpaiguri D.S.R. Office, on 28. 9. 64, registered in Book No. 1, Volume No. 51, Page 169 to 172, Being No. 4611, for the year 1964 and has got right title and interest having permanent heritable and transferrable interest therein and the said land is in khas, actual and physical possession of the Vendor at the date of these presents.

Phanindra Kumar
Saha

A N D

WHEREAS the Vendor along with the Purchaser had acquired by purchase 10.18 ten acre eighteen decimal of raiyati land, from Dhirmani Barmani and 2 others of Malancha, West Dinajpur, by virtue of a deed of sale registered at Balurghat Registry Office, West Dinajpur, registered on 26. 12. 59, registered in Book No. 1, Volume No. 132, Page 284 to 290, Being No. 12670, for the year 1959, and as such the Vendor with his brother the Purchaser have got right title and interest having permanent heritable interest therein.

A N D

WHEREAS the Vendor has decided to dispose of his $\frac{1}{3}$ one-third undivided share of Siliguri property and entire share of Jalpaiguri property and half share of West Dinajpur property and has decided to settle up elsewhere to purchase land for his residence and to raise funds by disposing all the properties as aforesaid fully described in the schedule -- below.

A N D

WHEREAS the Vendor being in need of money for the purpose as aforesaid and has offered for sale all his undivided share of properties fully described in the schedules (A) (B) and (C) below to his co-sharer -- as he has got the first preference to purchase the share of the Vendor.

A N D

WHEREAS the Purchaser as a co-sharer of the Vendor has accepted the said offer and has offered and agreed to purchase the share of the said land fully described in the schedules (A), (B) & (C) for Rs. 13,500/- (Rupees Thirteen thousand & five hundred) only, free from all encumbrances whatsoever.

Phanindra Mohan Saha

A N D

WHEREAS the Vendor has accepted the price so offered by the Purchaser as fair and reasonable price in view of the prevailing market rate of land and building of an undivided property and has agreed to sell the said land and the building thereon fully described in the schedules -- (A), (B) & (C) below for Rs. 13,500/- (Rupees Thirteen thousand and five hundred) only, free from all encumbrance unto the Purchaser and the said property is transferred in the manner as appearing hereinafter,

NOW THIS INDENTURE WITNESSETH that in pursuance of the said offer and acceptance and also in consideration of Rs. 13,500/- (Rupees Thirteen thousand & five hundred) only, paid in cash by the Purchaser to the Vendor (the receipt whereof the Vendor does hereby acknowledge and grant full discharge to the Purchaser from the payment thereof) the Vendor does hereby grant, convey, assign and transfer unto the Purchaser the aforesaid property described in the schedules below and make over possession thereof to the Purchaser together with all rights, liberties, privileges, easements, appendices, appurtenances belonging to or in any way appertaining to the said property as the absolute estate free from all encumbrance and all the rights, titles and interest of the Vendor into or upon the property hereby conveyed, expressed or intended so to be TO HOLD and TO HAVE the same subject to the payment of rent etc. payable to the landlord the State of West Bengal.

A N D the Vendor does hereby covenant with the Purchaser that the interest which the Vendor professes to transfer subsists and the Vendor has full authority to transfer the property hereby transferred expressed or intended so to be unto the Purchaser in the manner aforesaid and the Vendor or any person claiming under him shall and will from time to time at all times hereafter at the request and cost of the Purchaser do execute all such acts, deeds and things whatsoever for --

Pravin Kumar
Saha

further and more effectually assuring the enjoyment and possession of the Purchaser thereof and therein as shall and may be required.

I T is further declared that the land described in the schedules below is held by the Vendor has not been surrendered or forfeited and that there exists no charge, mortgage, attachment or any other encumbrance whatsoever upon the scheduled properties hereby transferred expressed or intended so to be or any part thereof at the date of these presents and in the event of discovery of any charge, mortgage, attachment or any other encumbrance the Vendor shall be liable to be dealt with according to law both civil and criminal and shall also to be liable to compensate the Purchaser for the loss that the Purchaser sustain in consequence -- thereof.

T H E Vendor further covenants that all rent and other public charges payable for the property hereby transferred or expressed or intended so to be that has accrued due upto the date of these presents have been paid and all other covenants and conditions required to be 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, non-observance and non-performance as aforesaid.

T H E Vendor further declares that the entire property forming subject matter of the present conveyance was in khas and actual possession of the Vendor at the date of these presents. If for any defect to title or for any act done or suffered to be done by these presents the Purchaser is deprived of possession or of enjoyment of the properties 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 the full or proportionate part of the consideration money as the case may be together with interest at the rate of Rs. 12/- per cent per annum from the date of such deprivation or dispossession and shall also be liable

Pravin Indumala
Sri.

for adequate compensation for any loss or injury attending thereto to be sustained by the Purchaser.

IT is hereby further declared by the Vendor that the Vendor has not entered into any binding contract with any other person whatsoever to sell or to transfer otherwise the properties hereby conveyed by these presents or expressed or intended so to be or any part thereof, and that there subsists no such contract at the date of these presents and in the event of discovery of any such contract of sale or transfer existing with respect to the aforesaid property or any part thereof at the date of the execution of these presents or if any of the recitals made herein are proved to be false the Vendor shall be liable for false recitals made herein and shall also be liable to compensate adequately the Purchaser for the loss or injury to be sustained by the Purchaser in consequence thereof.

SCHEDULE (A). - (1).

Description of the property in the District of Darjeeling.

All that piece or parcel of raiyati homestead land measuring .02 $\frac{3}{4}$ point zero two and three-fourth decimal of land at an annual rental of Rs. -- 3=33 (Rupees Three & paisa thirty three) only, appertaining to and forming part of .16 $\frac{1}{2}$ sixteen & a half decimal or 10 ten kattas of land at an annual rental of Rs. 20/- (Rupees Twenty) only, the proportionate rent for the demised plot of undivided land is payable to the State of West Bengal, represented by the Junior Land Reforms Officer, Siliguri, situated within Pargana Baikunthapur, Mouza, P.S., S.R. Office & Sub Division Siliguri, Dist. Darjeeling, in Ward No. VIII of the Siliguri Municipality, J. L. No. 110 (one hundred ten); Khatian No. 4772 (four thousand seven hundred seventy two); included in part of C. S. Plot No. 10466 (ten thousand four hundred sixty six) measuring .16 $\frac{1}{2}$ sixteen &

Pravin Kumar Mishra
Saha

a half decimal or 10 ten kattas of land out of that undivided .02 $\frac{1}{2}$ point zero two & three-fourth decimal of land out of the property measuring .05 $\frac{1}{2}$ five & a half decimal of land in $\frac{1}{3}$ one-third share of the Vendor, is sold and the undivided said land is bounded as follows :

NORTH : Land of J. N. Sarkar & S. C. Dutta ;
SOUTH : Municipal Road ;
EAST : Land of Probodh Chandra Biswas ;
WEST : House of J. L. Kar.

SCHEDULE (A) - (2).

Description of the building standing on the (A)-(1) Schedule land.

Half of one-third undivided share of a two storied building on the ground floor consisting of :

3 three pucca rooms; 1 one Asbestos roofed pucca wall one roomed house ; 1 one Sanitary Latrine; 1 one pucca kitchen; 1 one Bath room; 1 one Ring Well.

on the 1st floor consisting of :

3 three pucca rooms on the building of the ground floor stated above standing on the (A)-(1) scheduled land is also sold, being part of Holding No. 368 along with half of one-third share of 3 three sided pucca boundary wall and one main gate is sold.

Value of the above property is Rs. 8000/- (Rupees Eight thousand.

SCHEDULE (B).

Description of the property in the District of Jalpaiguri.

All that piece or parcel of raiyati homestead land measuring 15 fifteen kattas or .25 twenty five decimal of land at an annual rental of Rs. --

Phanindra Mohan Saha

0=22 (Paisa Twenty two) only, appertaining to and forming part of 17.41 seventeen acre forty one decimal of land at an annual rental of Rs. -- 14=75 (Rupees Fourteen & paisa seventy five) only, the proportionate for the demised plot of land is payable to the State of West Bengal, represented by the J.L.R.O., Rajganj, Dist. Jalpaiguri, situated within Pargana Baikunthapur, Mouza, ~~P.S. Rajganj, S. R. Office & Sub-Division~~ Dabgram, P.S. Rajganj, S. R. Office & Dist. Jalpaiguri, Khatian No. 660 (six -- hundred sixty); Sheet No. 12 (twelve); part of C. S. Plot No. 431/740 (four hundred thirty one bata seven hundred forty) measuring 6.49 six acre forty nine decimal of land out of that the Vendor purchased .25 twenty five decimal of land is sold and the demised plot of land is bounded as follows :

NORTH : Land of Narendra Nath Dutta Munshi;
 SOUTH : Road; EAST : Land of Haripada Mondal, s/o late Kunja Mohan Mondal and Land of Lalit Mohon Ghosh;
 WEST : Land of Bhupendra Kr. Seal.

Value of the above property is Rs. 3500/- (Rupees Three thousand and five hundred) only.

SCHEDULE (C) - 1.

Description of the property in the District of West Dinajpur.

All that piece or parcel of undivided .16½ sixteen & a half decimal of land at an annual rental of Rs. 0= 16 (Paisa sixteen) only, appertaining and forming part of 1.79 acre of land at an annual rental of Rs. 1=75 paisa, payable to the State of West Bengal, situated within Pargana Santosh, Mouza Daing Malancha, P.S. Tapan, S. R. Office Gangarampur, Dist. West Dinajpur, J. L. No. 255, Touzi No. 76/323, Khatian No. 367 included in part of C. S. Plot No. 1061 measuring 1.79 acre out of that

Pharindan

the Vendor & Purchaser purchased .33 thirty three decimal of land out of that undivided .16 $\frac{1}{2}$ sixteen & a half decimal of land is sold.

2. All that piece or parcel of land measuring .10 $\frac{1}{2}$ ten & a half decimal of land at an annual rental of Rs. 0=29 (Paisa twenty nine) only, appertaining to and forming part of .94 ninety four decimal of land at an annual rental of Rs. 2=62 paisa, the proportionate rent for the demised plot of land payable to the State of West Bengal, situated within Pargana, Mouza, P.S., S.R. Office & Dist. stated in item No. (C) - 1. above J.L. No. 255, Khatian No. 218, included in part of C. S. Plot No. 613 six hundred thirteen measuring .11 $\frac{1}{2}$ eleven & a half decimal; 617 six hundred seventeen measuring .05 five decimal; 615 six hundred fifteen measuring .01 $\frac{1}{2}$ one & a half decimal 618 six hundred eighteen measuring .03 three decimal; total in 4 four plots measuring .21 twenty one decimal of land purchased by the Vendor & Purchaser out of that the Vendor's half share measuring .10 $\frac{1}{2}$ decimal of land is sold.

3. All that piece or parcel of raiyati land measuring .07 seven decimal of land at an annual rental of Rs. 0=28 (Paisa Twenty eight) only, appertaining to and forming part of .77 decimal of land at an annual rental of Rs. 2=16 paisa, the proportionate rent for the demised plot of land is payable to the State of West Bengal, situated within Pargana, Mouza, P.S., S.R. Office & Dist. stated in the item No. (C) - 1 above; J. L. No. 255, Khatian No. 217, included in part of C. S. Plot No. 631 six hundred thirty one measuring .14 fourteen decimal of land purchased by the Vendor & Purchaser out of that the half share of the Vendor measuring .07 seven decimal of land is sold.

4. All that piece or parcel of raiyati land measuring .09 $\frac{1}{2}$ nine & a half decimal of land at an annual rental of Rs. 0=05 (Paisa five) only, appertaining to and forming part of 1.02 acre of land at an annual rental

Praninda Mohan Saha

of Rs. 0=56 paise, the proportionate rent for the demised plot of land is payable to the State of West Bengal, situated within Pargana, Mouza, P.S., S.R. Office & Dist. as stated in the item No. (C) - 1 above, J.L. No. 255, Khatian No. 216, included in part of C. S. Plot No. 593 five hundred ninety three measuring $.05\frac{1}{4}$ five & one-fourth decimal; 594 five hundred ninety four measuring $.12\frac{1}{4}$ twelve & one-fourth decimal; 595 five hundred ninety five measuring $.01\frac{1}{2}$ one & a half decimal; total in 3 three plots measuring $.19$ nineteen decimal of land purchased by the Vendor & the Purchaser out of that the half share of the Vendor measuring $.09\frac{1}{2}$ nine & a half decimal of land is sold.

5. All that piece or parcel of raiyati land measuring 1.00 one acre at an annual rental of Rs. 1=90 (Rupee One & paise ninety) only, appertaining and forming part of 18.98 acre of land at an annual rental of Rs. 36=88 paise, the proportionate rent for the demised plot of land is payable to the State of West Bengal, situated within Pargana, Mouza, P.S., S. R. Office & Dist. as stated in the item No. (C) - 1 above, J. L. No. 255, Khatian No. 42, included in part of C. S. Plot No. 458 four hundred fifty eight measuring $.04\frac{1}{2}$ four & a half decimal; 620 six hundred twenty measuring $.58\frac{1}{2}$ fifty eight & a half decimal; 1066 one thousand sixty six measuring $.17\frac{1}{2}$ seventeen & a half decimal; 1418 one thousand four hundred eighteen measuring $.64\frac{1}{2}$ sixty four & a half decimal; 1422 one thousand four hundred twenty two measuring $.05\frac{1}{2}$ five & a half decimal; 1471 one thousand four hundred seventy one measuring $.49\frac{1}{2}$ forty nine & a half decimal; total in 6 six plots measuring 2.00 two acre of land purchased by the Vendor & Purchaser out of that the half share of the Vendor measuring 1.00 one acre of land is sold.

6. All that piece or parcel of raiyati land measuring $.24$ twenty four decimal out of that $.12$ twelve decimal of land at an annual rental of Rs. 0=09 (Paise Nine) only, appertaining to and forming part of Rs. =====

Pharudin Mohan Sahi

1.33 acre of land at an annual rental of 0=98 (Paisa Ninety eight) only the proportionate rent for the demised plot of land is payable to the State of West Bengal, situated within Pargana, Mouza, P.S., S.R. Office & Dist. as stated above in item No. (C) - 1 above, J. L. No. 255, Khatian No. 293, included in part of C. S. Plot No. 1459 one thousand four hundred fifty nine measuring .24 twenty four decimal of land was purchased by the Vendor & the Purchaser out of that the half share of the Vendor measuring .12 twelve decimal of land is sold.

7. All that piece or parcel of raiyati land measuring 1.03½ one acre three & a half decimal of land at an annual rental of Rs. 2=42 (Rupees Two & Paisa forty two) only, appertaining to and forming part of 6.03 acre of land at an annual rental of Rs. 14=25 paisa only, the proportionate rent for the demised plot of land is payable to the State of West Bengal, situated within Pargana, Mouza, P.S., S.R. Office & Dist. as stated in item No. (C)-1 above, J.L. No. 255, Khatian No. 222, included in part of C. S. Plot No. 608 six hundred eight measuring 1.19 one acre nineteen decimal ; 1406 one thousand four hundred six measuring .88 eighty eight decimal ; total in 2 two plots measuring 2.07 two acre seven decimal of land was purchased by the Vendor & the Purchaser out of that the half share of the Vendor measuring 1.03½ acre of land is sold.

8. All that piece or parcel of raiyati land measuring .44½ forty four & one-fourth decimal of land at an annual rental of Rs. 0=91 (Paisa Ninety one) only, appertaining to and forming part of 5.47 acre of land at an annual rental of Rs. 10=12 paisa only, the proportionate rent for the demised plot of land is payable to the State of West Bengal, situated within Pargana, Mouza, P.S., S.R. Office & Dist. as stated in the item No. (C)-1 above, J.L. No. 255, Khatian No. 220, included in part of C. S. Plot No. 152 one hundred fifty two measuring .88½ eighty --

Pravin Kumar Saha

eight & a half decimal of land was purchased by the Vendor & the Purchaser out of that the half share of the Vendor measuring $.44\frac{1}{2}$ decimal of land is sold.

9. All that piece or parcel of raiyati land measuring $.89\frac{1}{2}$ eighty nine & one-fourth decimal of land at an annual rental of Rs. 2=21 (Rupees -- Two & paisa twenty one) only, appertaining to and forming part of 8.56 acre of land at an annual rental of Rs. 21=07 paisa only, the proportionate rent for the demised plot of land is payable to the State of West Bengal, situated within Pargana, Mouza, P.S., S.R. Office & District as stated in the item No. (C)-1 above, J.L.No. 255, Khatian No. 161, included in part of C. S. Plot No. 160 one hundred sixty measuring $.49$ forty nine decimal; 1065 one thousand sixty five measuring $.38\frac{1}{2}$ thirty eight & a half decimal; 1451 one thousand four hundred fifty one measuring $.91$ ninety one decimal; total in 3 three plots measuring $1.78\frac{1}{2}$ -- acre of land was purchased by the Vendor & the Purchaser out of that the half share of Vendor measuring $.89\frac{1}{2}$ decimal of land is sold.

10. All that piece or parcel of raiyati land measuring $.94$ ninety four decimal of land at an annual rental of Rs. 2=19 (Rupees Two & paisa -- nineteen) only, appertaining to and forming part of 9.67 acre of land at an annual rental of Rs. 22=59 paisa, the proportionate rent for the demised plot of land is payable to the State of West Bengal, situated within Pargana, Mouza, P.S., S.R. Office & Dist. as stated in item No. (C) - 1 above, J.L. No. 255, Khatian No. 163, included in part of C.S. plot No. 609 six hundred nine measuring $.10\frac{1}{4}$ ten & ~~a-half~~ ^{one-fourth} decimal; 611 six hundred eleven measuring $.07\frac{1}{4}$ seven & one-fourth decimal; 1409 one thousand four hundred nine measuring $1.03\frac{1}{2}$ one acre & three & a half decimal; 1413 one thousand four hundred thirteen measuring $.67$ sixty seven decimal; total in 4 four plots measuring 1.88 acre of

Pravin Mohan Saha

land was purchased by the Vendor & the Purchaser out of that the half share of the Vendor measuring .94 decimal of land is sold.

11. All that piece or parcel of raiyati land measuring .224 twenty two & a half decimal of land at an annual rental of Rs. 0-39 (Paisa thirty nine) only, appertaining to and forming part of 4.17 acre of land at an annual rental of Rs. 7-21 paise only, the proportionate rent for the demised plot of land is payable to the State of West Bengal, situated in Mouza Dondapukur, Pargana, P.S., S.R. Office & Dist. as stated in item No. (C)-1 above, J.L. No. 258, Khattian No. 100, included in part of C.S Plot No. 47 forty seven measuring .03 three decimal; 155 one hundred fifty five measuring 184 eighteen & three-fourth decimal; 49 forty nine measuring .234 twenty three & one-fourth decimal; total in 3 three plots measuring .45 forty five decimal of land was purchased by the Vendor & the Purchaser out of that the half share of the Vendor measuring .224 decimal of land is sold. Total in schedule (C) - 1 to 11 items measuring 10.18 ten acre eighteen decimal of land purchased by the Vendor & Purchaser out of that the undivided half share of the Vendor measuring -- 5.09 five acre nine decimal of land is sold. Value of the demised land is Rs. 2000/- (Rupees Two thousand) only.

IN WITNESS WHEREOF the Vendor does herunto set his hand on the day, month and year first above written.

WITNESSES :

Pravin Mohan Saha
Pravin Mohan Saha

The contents of this document have been read over & explained to the Vendor and typed by me :

Pravin Mohan Saha
Pravin Mohan Saha
Pravin Mohan Saha
Pravin Mohan Saha
Pravin Mohan Saha

Pravin Mohan Saha
Typist, Siliguri.

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