

4018
Cabin

Bank of India - N - 40/8

871 - 2000 + 2000 + 2000 + 2000 = 8000
4,400

8000 - 4000 = 4000

Dr.
To
By
Total

70	50	200		
70	10	200		
		60	200	
			473	00
			12	80
			474	80

D. for 4000

50
S. K. Chow

30/4/51

S. K. Chow 30/4/51

6783/3022
13/5/91

597
Shyama Chandra Saha
S. H. Saha
(Signature)

Accused
Stamp Vendor
Mumbai Court



[Handwritten mark]

4337 for 1991
4018

09/3 P.M.

30/4

April 1951

By Hari Kishore Bedia

Execution of Adalat s/o Hari Kishore Bedia
of Late Roder Kishore Bedia s/o Ghos
of Ghos Road. 30/4/51

P.S. Siliguri

Dist. Darjeeling

Execution
V.G.T. No. 115
s/o Hari Kishore Bedia
30/4/51

s/o Hari Kishore Bedia

Homestead Land:
Area: 2 kathas or
0.033 acre of land.
Price: 44,000/-
P.S.: Siliguri,
Dist. Darjeeling.

DEED OF CONVEYANCE
This Indenture is made this day the 30th
day of April, One thousand nine
hundred and ninety one.

Witnessed by:
K. M. Ghos
S. K. K. M. Ghos
J. S. Ghos
D. S. Ghos
K. M. Ghos
s/o K. M. Ghos

B E T W E E N

s/o Ghos 30/4/51


Contd..2

Sr
K. Srinivasan Prasad

Page No.2

Srimati Babita Devi Agarwala, wife of Sri Ashok Kumar Agarwala, Hindu by faith, House wife by occupation, resident of Khairpara in the town of Siliguri, Police Station, Sub - Division & Sub-Registry office Siliguri and District Darjeeling - hereinafter called the PURCHASER (which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, successors, administrators, representatives and assigns) of the One Part.

Contd., 3



52
Sri Krishna Buhia

Page No.2

A N D

Sri Hari Krishna Buhia, son of late Radha Krishna Buhia, Hindu by faith, Business by occupation, resident of Church Road in the town of Siliguri, Police Station, Sub Division and Sub-Registry office Siliguri and District Darjeeling - hereinafter called the VENDOR (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, administrators, representatives and assigns) of the Other Part.

Contd..3

5
K. Anand Kumar Parakh

Page No.3

WHEREAS Sri Ramesh Kumar Parakh, son of Lankaran Parakh of Siliguri acquired ownership by gift of all that piece or parcel of Homestead land measuring 12 twelve kathas 6 six annataks or .20 twenty decimals in plot No.3486, recorded in Khattian 2385 together with the old house- structures standing thereon bearing Holding No.53(62), situated within Pargana Baikantapur, mouza Siliguri J.S.No.110(89), Touzi No.3(Ja), within the limits of Siliguri Municipal Ward No.III, Police Station, Sub Division & Sub-Registry office Siliguri and district Darjeeling from Srimati Champu Devi, Srimati Soowati Devi, Srimati Keshar Devi and Sri Mansraj Parakh of Siliguri by virtue of a registered Deed of Gift. registered on 16.8.77 at the Sub-Registry office Siliguri in Book No.I, Being No.5293 for the year 1977 and as such he became absolute owner had been possessing and enjoying his said land together with the old house- structures standing thereon having permanent heritable and transferrable right,

SA
 K. K. S. S.
 B. S. S.

A N D

WHEREAS Sri Kamal Kumar Parakh, son of Sri Hansraj Parakh of Siliguri acquired ownership by Gift of all that piece or parcel of Homestead land measuring 12 twelve kathas 6 six chhataks of plot No.8486, recorded in Khatian No.2395 together with the house- structures standing thereon bearing Holding No.53(new 62), situated within Pargana Baikunthapur, mouza Siliguri, J.L.No.110(88), Touzi No.3(Ja), within the limits of Siliguri Municipal Ward No.III, Police Station, Sub Division & Sub-Registry office Siliguri and District Darjeeling from Srimati Santu Devi, Srimati Suraj Devi, Srimati Jaichand Lall Parakh and Srimati Ratni Devi by virtue of a registered Deed of Gift, registered on 16.8.77 at the Sub-Registry office Siliguri in Book No.I, Being No.5292 for the year 1977 and as such he became absolute owner had been possessing and enjoying his said land having permanent heritable and transferrable right, title and interest therein.

A N D

WHEREAS the Vendor has acquired ownership by purchase of all that piece or parcel of aforesaid Homestead land measuring 34 kathas 12 chhataks or .40 forty decimals in total together with the said house-structures standing thereon from said Sri Ramesh Kumar Parakh & Sri Kamal Kumar Parakh by virtue of two separate registered Deeds of Sale, registered at the Sub-Registry office Siliguri in Book No.I, Being No.2248 dated 27.3.86 & Being No.2249 dated 27.3.85 and as such the Vendor become absolute owner has been possessing and enjoying his said land together with the said old house- structures standing thereon in his actual khas and physical possession having permanent heritable and transferrable right, title and interest therein, free from all encumbrances whatsoever

*for
H. K. K. K.
Public*

and without any interference or interruption from anybody.

A N D

WHEREAS the Vendor being in need of money for investment in some development scheme and also for business purposes elsewhere has firmly and finally decided to sell and offered for sale 2 two kathas or 0.033 acre out of his aforesaid land fully described in the schedule below, free from all encumbrances whatsoever.

A N D

WHEREAS the Purchaser being in need of a plot of land for her hestead purpose has accepted the said offer of the Vendor and agreed to purchase the said land measuring 2 two kathas or 0.033 acre described in the schedule below and has offered a price of the sum of Rs.44,000/- (Rupees forty four thousand only), free from all encumbrances whatsoever.

A N D

Whereas the Vendor considering the said price so offered by the Purchaser as fair, reasonable and highest in view of prevailing market rate of land and agreed to sell his said land measuring 2 two kathas or 0.033 acre described in the schedule below unto the Purchaser at or for the said price of the sum of Rs.44,000/- (Rupees forty four thousand only), free from all encumbrances whatsoever and the said land is hereby transferred in the manner as hereinafter appearing:-

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid offer, acceptance and also in consideration of the said sum of Rs.44,000/- (Rupees forty four thousand only) paid in cash to-day by the Purchaser to the Vendor (the receipt whereof the Vendor does hereby acknowledge or grant full discharge to the Purchaser from the payment

[Signature]
Contd..5

Govt
Transfer
Buddhi

thereof), the Vendor does hereby grant, convey, sell, assign and transfer unto the purchaser the said land described in the schedule below and makes over possession thereof to the purchaser together with all right, title, interest, liberties, easements, privileges, appendices, appurtenances whichever is belonging to or in any way appertaining to the said land TO HAVE AND TO HOLD the same absolutely by the purchaser for ever peaceably and quietly and without any interference or interruption from any person or persons or the Vendor subject to the payment of rent etc. payable to the Govt. of the State of West Bengal.

The Vendor does hereby declare that the Vendor has not previously sold, mortgaged, transferred or contracted for sale or otherwise the said land hereby sold or any part thereof suffers from no defect of title of the land hereby sold or any part thereof suffers from no defect of title and in the event of discovery of any contrary is proved, the Vendor shall be liable to be dealt with according to law both Civil and Criminal as the case may be and shall also be liable to pay adequate compensation to the purchaser.

The Vendor does hereby covenant with the purchaser that if for any defect of title of the land hereby sold or any part thereof or for any act done or suffered to be done by the Vendor, the purchaser is deprived of ownership or of possession of the land hereby sold or any part thereof in future, the Vendor shall be liable to return to the purchaser the full or proportionate part of the said price money as the case may be together with interest from the date of such deprivation or of dispossession and shall also be liable to pay adequate compensation to the purchaser for any other loss or injury which the purchaser may suffer or sustain resulting therefrom.

 Contd..6

15/01
H. K. S. B. S. B.

The Vendor does hereby further declare that the Vendor at the request and costs of the Purchaser do execute all such act, deed or thing whatsoever if the Purchaser so require in future for peaceful enjoyment and possession of the land hereby sold by the Vendor by these presents.

THE SCHEDULE ABOVE REFERRED TO
(Description of land hereby sold by the Vendor)

All that piece or parcel of Homestead land measuring 2 two kathas or 0.033 zero point zero three three acre at an annual rental of Rs.0.35 paise (Paise thirty five only) is payable to the present superior Land Lord- the Govt. of the State of West Bengal, recorded in Khattian No.2395 two thousand three hundred ninety five, included in plot No.8486 (eight thousand four hundred eighty six), area 24 Kathas 12 chhatkas or .40 decimals of land and out of that 2 two kathas or 0.033 zero point zero three three acre of land is hereby sold by the Vendor by these presents, situated within Pargana Baikunthapur, mouza Siliguri, J.L.No.110(85), Touzi No.3(Ja) within the limits of Siliguri Municipal Ward No.III, Police Station, Sub Division and Sub-Registry office Siliguri and District Darjeeling and the said demised land is butted and bounded as follows:-

- By the North : 20'-0" ft. wide Siliguri Municipal Road.
- By the South : LAND OF ANITA DEVI AGARWALA - PLURZA
- By the East : Land sold by the Vendor to Indra Devi Mitruka,
- West : Land sold by the Vendor to Smt. Anita Devi Agarwala.

Mrs. K. K. Bille

Within the aforesaid boundary 2 two kathas or 0.033 acre of land is hereby sold by the Vendor by these presents and the said demised land shown by marked as plot No. (D) delineated in the plan annexed herewith forming part of these presents.

WITNESSES

Sd/- K. K. Bille
Mr. K. M. G.
Alam view Hotel
Siliguri

Sd/- J. K. G.
358, N. R. P. O. Siliguri

Drafted, read over & explained the contents of this deed by me to the parties and typed by me :-

Sd/-
S. K. G. (Seal)

3/2 of 11

1069 u. s. - St. Balista Den Agawal
of - 500 N. 7 stamps were
4,400 issued to him; not illegal
12/4/91 Head Clerk. Miguel Trece

No. 3/2 of -

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Clerk. Miguel Trece

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of - 500 N. 7 stamps were - 4,400
issued to him; not illegal 12/4/91. Head
Clerk. Miguel Trece

Copies of

pw of 25/9/91

Subscribed

25/9/91

As per

0883/308

document which has not yet been
submitted to the Registrar

Sub-Registrar
GSR

