

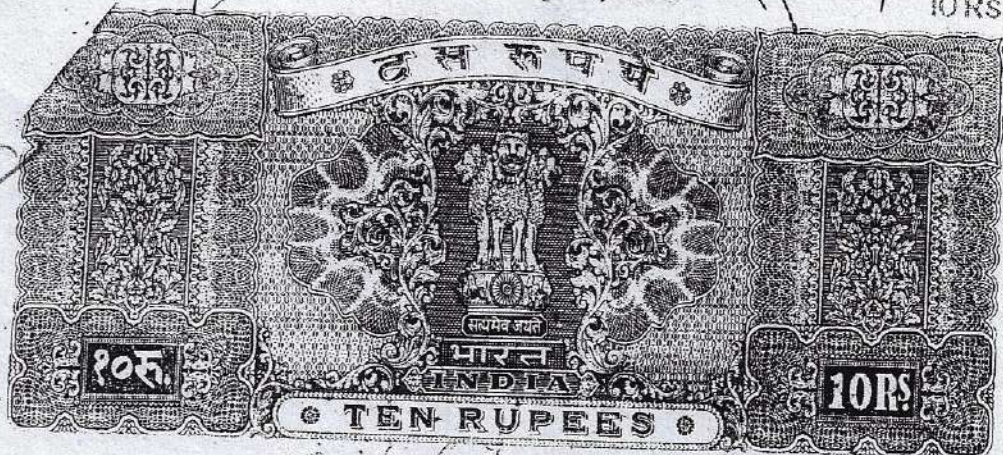
NAME _____

S/C

Deed no 4338 / 4019 1997

10RS.

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4338/4017 for 1991

507
The Koiner Didi

Homestead land :

Area: 2 kathas or

0.033 acre of land:

Price: Rs. 44000/-

P.S.: Siliguri.

Dist: Darjeeling.

DEED OF CONVEYANCE

This Indenture is made this the 3rd day
of the month of April, One thousand nine hundred
and ninety one.

B E T W E E N

Contd..2

FORM NO-3

Devi

Hastakshrine

501

Srimati Anita Devi Agarwala, wife of Sri Binod Kumar Agarwala, Hindu by faith, House wife by occupation, resident of Khalpara Siliguri, Police Station, Sub Division and 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

Page No.3

sa- Sri Hari Krishna Budhia

A N D

Sri Hari Krishna Budhia, son of Late Radha Krishna Budhia, 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.

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set this Kishor Babu

WHEREAS Sri Hanwant Kumar Parakh, son of Lunkaran Parakh of Siliguri acquired ownership by Gift of all that piece or parcel of Homestead land measuring 12 twelve kathas 6 six chhataks or .20 twenty decimals in plot No.3486, recorded in Khatian No.2396 together with the old house- structures standing thereon bearing Holding No.53(new 62) situated within Pargana Baikunthapur, mouza Siliguri, J.L.No.110 (SB), 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 - Champa Devi, Srimati Sowati Devi, Srimati Keshar Devi and Sri Hansraj 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 and old house structures standing thereon having permanent heritable and transferrable right, title and interest therein.

Contd..5

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 or .20 acre in Plot No.8436, recorded in Khatian No.2395 together with the Old house- structures standing thereon bearing Holding No.53(new 69), 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 and Sub-Registry office Siliguri and District Darjeeling from Srimati Santu Devi, Srimati Suraj Devi, Sri Jaichand lall Parakh and Srimati Ratni Devi 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.5292 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, 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 24 twentyfour kathas 12 twelve chhataks or .40 forty decimals in total together with the said old house structures standing thereon from said Sri Ramesh Kumar Parakh and 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 27.3.85 & Being No.2247 dated 27.3.85 and as such from the dates of such purchase the Vendor become absolute owner has been possessing and enjoying his said land and old house structures standing thereon

Handwritten signature/initials

*for the
purpose
of
the
said*

in his actual khas and physical possession having permanent heritable and transferrable right, title and interest therein, free from all encumbrances whatsoever and without any interference, hindrance, objection or interruption from anybody.

A N D

WHEREAS the Vendor being in need of money investment in some development scheme elsewhere has offered for sale 2 two kathas or 0.033 acre fully described in the schedule below out of his afo-said land , free from all encumbrances whatsoever.

A N D

WHEREAS the Purchaser being in need of a plot of land for her homestead 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 :-

Contd..7

[Handwritten signature]

for
the Vendor's Order

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 to-day 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, 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 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 the Vendor or any person or persons claiming under him 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 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

for
Mrs. Kishor Bostic

Purchaser for any other loss or injury which the Purchaser may suffer or sustain resulting therefrom.

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 may suffer or sustain resulting therefrom, and also 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 Khatian No.2395 two thousand three hundred ninety five, included in plot No.8486 eight thousand four hundred eighty six, area measuring 24 kathas 12 chhataks or .40 forty decimals 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(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. The said demised land appertains to Holding No.53 (new 62) and the said demised land is butted and bounded as follows:—

Contd..@

The Vendor's Order

By the North : 20'-0" ft. wide Municipal Road,

By the South :

By the East : Land sold to-day by the Vendor to Smt.
Babita Devi Agarwala,

By the West : Land sold by the Vendor to Sri Prahallad
Chaudhury.

In WITNESS WHEREOF the Vendor does hereby/hereunto set
and subscribe his hand on this deed on the day, month and year fir
first above written.

WITNESSES

for Kolidas Ghose
L. K. M. Ghose
Abanindranath Ghose
SUG

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

son
S. B. Ghose
(SUG)

8 - H. Ghose
343, M. P. Road. SUG

[Handwritten mark]