

S/c

S/C. unqunt Deed No = 4341 / 4022 1991

10Rs.



*Certified Copy of Deed No - 4022 of 1991*

ST: 2000  
 2000  
 2000  
 2000  
4400

Seals - 4



7/10/06  
 A-423=00  
 1=8  
 424=8  
 S. K. Ghosh for 4022 of 1991  
 Sub-Registrar  
 SILIGURI

11611/5337  
d 30/8/91

596 12/6/91  
S. Jayama Sharon Sinha  
Slg  
10/ (Bayer)

*Asccue*  
Stamp Vendor  
Mumbai West



4341 / 4022 for 1991

pat Hosi Kibenu Bullia  
30/4/91

Homestead land:  
Area: 2 katnas  
1 chhataks or  
.034 a c r e .  
Price: Rs. 44,000/-  
P.S.: Siliguri,  
Dist.: Darjeeling.

DEED OF SALE

This Indenture is made this day the  
30-<sup>th</sup> day of April,  
One thousand nine hun-  
dred and ninety-  
one.

B E T W E E N

Page No. 2

for the Kistun Budhia  
30/4/51

Sri Mohan Lal Agarwala, son of late Balchand Agarwala, Hindu by faith, Business 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 his heirs, executors, successors, administrators, representatives and assigns) of the One Part.

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Page No. 3

902-Hari Krishna Budhia  
30/4/51

A N D

Sri Hari Krishna Budhia, son of Late Radha Krishna Budhia, Hindu by faith, Business by occupation, resident of Church Road Siliguri, Police Station, sub Division and Sub-Registry office Siliguri and District Darjeeling- hereinafter called the V E N D O R (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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Page No.4

got the Khatian Bussia  
3/4/91

WHEREAS Sri Ramesh Kumar Parakh, son of Lunkaran Parakh of Siliguri acquired ownership by gift of all that piece or parcel of Homestead land measuring 12 twelve kaths 6 six chhataks or .20 twenty decimals in plot No.8486, recorded in Khatian No.2395 tother with the old house- structures standing thereon bearing Holding No.53(new 62), situated within Pargana Baikunthapur, mouza, Police Station, Sub Division and Sub-Registry office Siliguri, J.L.No.110(88), Touzi No.3(Ja) within the limits of Siliguri Municipal Ward No.III, and District Darjeeling from Srimati Champa Devi, Srimati Soowati Devi, Srimati Keshar Devi and Sri Hemraj 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 said old House- structures standing thereon having permanent heritable and transferrable right, title and interest therein.

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for Hori Khera  
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30/4/91

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 twenty decimals in plot No.8486, recorded in Khatian No.2395, together with the old house- structures standing thereon bearing Holding No.53 (now 68), situated within Pargana Baikunthapur, mouza, Police Station, Sub Division & Sub- Registry office Siliguri, J.L.No.110(88), Touzi No.3(Ja), within the limits of Siliguri Municipal Ward No.II and District Darjeeling from Srimati Santa Devi, Srimati Suraj Devi, Sri Jaichand Hall Parakh and Srimati Ratni Devi by virtue of a registered Deed of Gift, registered on 16.2.77 at the Sub-Registry office Siliguri in Book No.I, Being No.5992 for the year 1977 and as he became absolute owner had been possessing and enjoying his said land together with the old house- structure standing thereon having permanent heritable right, title and interest therein .

A N D

WHEREAS the Vendor has acquired ownership by purchase of all that piece or parcel of aforesaid land measuring 24 twenty four 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 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 purchases the Vendor become absolute owner has been possessing and enjoying his said land and house structures standing there in his actual khas and physical possession having permanent

for Hri Kishore  
Bisoi  
3/2/94

heritable and transferrable right, title and interest therein, free from all encumbrances whatsoever and without any interference, objection or interruption from anybody.

A N D

WHEREAS the Vendor being in need of money has offered for sale 2 two kathas 1 one chhatak or .034 point zero three four acre fully described in the schedule below out of his aforesaid land, free from all encumbrances whatsoever.

A N D

WHEREAS the Purchaser being in need of a plot of land for his residential purpose has accepted the said offer of the Vendor and has agreed to purchase the said land measuring 2 two kathas 1 one chhatak or .034 point zero three four 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 has agreed to sell his said land measuring 2 two kathas 1 one chhatak or .034 point zero three four 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 and grant full  
from the payment thereof), the



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30/4/91

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 the Vendor or any person or persons claiming under him subject to the payment of rent etc. payable to the G<sub>o</sub>vt. 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 Purchaser for any other loss or injury which the Purchaser may suffer or sustain resulting therefrom.

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Khai Khatian  
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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.

S C H E D U L E

All that piece or parcel of Homestead Land measuring 2 two kathas 1 one chhatak or .034 point zero three four acre at an annual rental of Rs.090 paise (Paise ninety only) appertaining to and forming part of 24 acre 12 chhataks of land, 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 decimals and out of that 2 two kathas 1 one chhatak or .034 acre of land is hereby sold by the Vendor by these presents, situated within Pargana Baikunthapur, mouza Siliguri, J.L.No.110(88), T<sub>o</sub>uzi No.3(Ja), within the limits of Siliguri Municipal Ward No.III, Police Station, Sub Division & Sub-Registry office Siliguri and District Darjeeling and the said demised land is bounded as follows:-

North : Purchased land of Anita Devi,

South :

East : Purchased land of Indra Devi,

West : Land of Prahallad Choudhury.

Within the aforesaid boundary 2 kathas 1 chhatak or .034 acre of land is hereby sold by the Vendor by these presents and the said demised land shown by marked as Plot No.(H) delineated in the plan annexed herewith forming part of these presents.

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