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3811

1000Rs.



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248

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Price 4.50

1 - 20/5/89

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE IS MADE, THIS THE TWENTYSECOND DAY OF MAY IN THE YEAR OF NINETEEN HUNDRED EIGHTYNINE

AT SILIGURI

BETWEEN

Contd..2.

M/S. ADITYA BUILDERS

M/S. ADITYA BUILDERS

Subir Kumar Ghosh

PARTNER

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SHRIMOTI SARBARI MUKHERJEE, Wife of Shri Salil Kumar Mukherjee, Hindu by religion, House-wife by Occupation, residing at Shibmandir, Post Office Kadamtala, Sub-Division and Sub-Registry Office Siliguri, Police Station Siliguri at present Matigara, Dist. Darjeeling, is herein after called the VENDEE (which expression shall mean and include unless excluded by or repugnant to the contexts her heirs, legal representatives, executors, administrators, successors and assigns) OF THE FIRST PART

A N D

SHRIMOTI BIVA RANI SARKAR, Wife of Late Gour Chandra Sarkar, Hindu by religion, Housewife by Occupation, residing at No.1 Dabgram Colony, Post Office, Police Station, Sub-Division and Sub-Registry Office Siliguri, Dist. Darjeeling, is herein after called the VENDOR (which expression shall mean and include unless excluded by or repugnant to the contexts her heirs, legal representatives, executors, administrators, successors and assigns) OF THE SECOND PART.

WHEREAS one Sakalu Singh S/o. Mangal Singh was the recorded owner of the Schedule mentioned land alongwith other lands.

A N D

WHEREAS said Sakalu Singh sold the Schedule mentioned land to Shri Gour Chandra Sarkar by virtue of a registered Deed of Sale which was registered in the Siliguri Sub-Registry Office and bears the registration No. 2063/1950.

Contd. 45.

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A N D

WHEREAS during the present Survey Settlement operation the Schedule mentioned land has been recorded in the name of Gour Chandra Sarkar in the Draft Published Khatian, the Khatian Number of which is 86/1, Plot No. 380, Mouza Bairatishai, J.L. No. 70, Touzi No. 8, Police Station Siliguri, Dist. Darjeeling, area 8 (eight) decimal.

A N D

WHEREAS on 16.10.88 said Gour Chandra Sarkar died leaving behind his wife, i.e., the Vendor as the only legal heirs. As such according to the Hindu Succession Act the Schedule mentioned land of the deceased Gour Chandra Sarkar automatically devolved upon the Vendor.

A N D

WHEREAS after the death of Gour Chandra Sarkar, the Vendor has been enjoying/possessing the Schedule mentioned land peacefully and uninterruptedly with all heritable and transferrable right, title, interest and possession thereon.

A N D

WHEREAS the Vendor proposed to sell the Schedule mentioned land being in need of money.

A N D

WHEREAS being in need of a piece of land the Vendee offered the Vendor the sum of Rs. 10,000/- (Ten thousand)

Contd..4.

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1 - Absolute Deeds

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only with a view to purchase the Schedule mentioned land and the Vendor accepted the said offer of the Vendee as the highest market price and agreed to sell, transfer, convey and assign all her right, title, interest and quiet physical possession of the Schedule mentioned land in absolute free from all encumbrances whatsoever in nature. As such the land described in the Schedule below is sold today in favour of the Vendee and the consideration money/sale price of Rs.10,000/- (Rupees Ten thousand) only towards the payment of full consideration money for the land described in the Schedule below is paid today to the Vendor by the Vendee by an Account Payee Cheque bearing No. ^A~~222~~503971 dated 22.5.89 for Rs.10,000/- (Rupees ten thousand) only drawn on State Bank of India, Siliguri Branch, Drawee of which is the Vendor and Drawer is the Vendee.

1 - Absolute Deeds

NOW THIS DEED OF CONVEYANCE WITNESSETH that in pursuance of the said proposal offer, acceptance and in payment of full price Rs.10,000/- (Rupees Ten thousand) only to the Vendor by the Vendee by an Account Payee Cheque as mentioned aforesaid (the receipt of the entire consideration money whereof by the aforesaid manner the Vendor doth hereby admit, acknowledge and from the same and every part thereof acquit, release and discharge the Vendee for ever by execution of these presents) the Vendor hereby doth grant convey transfer assign free from all encumbrances and deliver actual quiet physical possession UNTO THE VENDEE for ever in all the premises fully described in the Schedule below and the Vendee 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 and plants if any, all estates claims demands whatsoever both at law and equity of the Vendor 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 Vendor has not done or knowingly suffered to be done to the contrary or been party or privy 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 or otherwise howsoever and it shall be lawful for the Vendee from 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 claims demand and hindrance whatsoever by and from the Vendor or any one legally or equitably claiming or to claim by or from the Vendor 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 of and at the costs of the Vendee do such assurance and things for further and more effectually assuring the title enjoying and possession of the Vendee in the land hereby demised and every part thereof as shall be reasonably required and it is covenanted by the Vendor that there exists no charge

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mortgage, attachment nor any kind of encumbrances whatsoever in nature on the land hereby sold or any part thereof and in the event of discovery of any charge mortgage attachment or any encumbrances the Vendor shall be liable to prosecution and be liable to return back entire consideration money along with 18% interest per annum AND it is covenanted by the Vendor that the land hereby sold nor any part thereof has never acquisitioned or requisitioned by any authority and the land hereby sold has been under exclusive physical and quiet possession of the Vendor and in case it transpires otherwise in future the Vendor shall be liable for action at law for any loss or damage the Vendee may have to sustain in consequence thereof AND it is clearly covenanted by the Vendor that there was no sale made or no contract or agreement for sale made or entered into for sale or otherwise transfer by the Vendor 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 made herein this deed is/are proved to be false the Vendor 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 Vendor further be liable to compensate the Vendee adequately for any loss or injury the Vendee may have to sustain in consequence thereof AND it is further covenanted by the Vendor 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 Vendor indemnifies the Vendee against any loss that may arise in consequence thereof and the Vendee shall be entitled to put her own name in the records of the Government in place of the Vendor or her predecessors through mutation process AND it is further covenanted by the Vendor that if for any defect in right title interest or possession of the Vendor in the land hereby sold the Vendee is deprived for possession or title or exclusive enjoyment from the land hereby sold or any part thereof the Vendor 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-LAND

(Description of the land hereby sold)

All that piece and parcel of land measuring 8 (eight) decimal or 5 (five) kattahs situates in the District - Darjeeling, Police Station, Sub-Division, and Sub-Registry Office Siliguri, Mouza Bairatisal, Pargana Patharghata, J.L. No.79, Touzi No.91, under Khatian No.17/18 and forming part of Plot No.342.

In the Draft Publication of Records of Right of the present Settlement operation the said land measuring 8 (eight) decimal or 5 (five) kattahs is recorded in the

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name of Gour Chandra Sarkar under Khatian No.86/1, Plot No.380, Dist.Darjeeling, Police Station Siliguri, Mouza Bairatishal, Touzi No.8, J.L. No.70.

The said land is bounded as follows :-

- By North : Road ;
- By South : Land of M. Choudhury bearing Plot No.343 ;
- By East : Land of M/s. Lab Instrument & Chemical Works ;
- By West : Land of Sakalu Singh.

The total Rent in the said Khatian is Rs.48.12 Paise. As such the proportionate Land Revenue is .35 Paise is payable to the State of West Bengal for the demised land.

IN WITNESSES WHEREOF THE VENDOR SUBSCRIBED TO THESE PRESENTS ON THE DAY, MONTH AND YEAR MENTIONED ABOVE.

WITNESSES :-

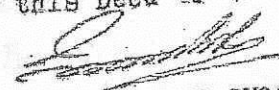
1. S. K. Mukherjee (Fate Mr. Mukherjee)
S. N. Mukherjee
8, Strand Road
Siliguri.

2. D. Dasgupta

C/o. S. M. Ray

Shri. Minendra
Siliguri.

Drafted by me, typed in my office and I readover and explained the contents of this Deed to the Vendor.


(PIJUSH KANTI GHOSH)
Advocate/Siliguri.