

(1)

6329 / 5782 of 1984

7.12.84



Particulars of Documents No. 5782 of 1984.

W. P. St. 200/-
 St. 200/-
 200/-
 50/-
 3/-
 3/-
456/-

Sheets - 5

or Schedule I A 10 23
 or Schedule I A 10 23

A. 79 = 50

N 2 = 40
81 = 90

P. fee. 4/50 ch.

Bot. D. L. Y. 10/100.

31/12/84.



Seen
 13.9.85
 G. V. S. S. S. S.
 45500 of 10 Act.

Page No.1.

807. P. Nanda Das
807 in His.

D E E D O F S A L E

This Indenture is made on this the 3rd December, 1984.
One thousand nine hundred eighty four.

B E T W E E N

SRI ARUN KUMAR SINGH, son of SRI KAMTA NATH SINGH,
Hindu by faith, business by occupation, resident of
Gurung Basti, Siliguri, P.S. Siliguri, District Darjee-
ling-hereinafter called the PURCHASER (which expression
shall mean and include unless excluded by or repugnant
to the context his heirs, executors, representatives,
administrators and assigns) of the One Part.

Homestead land :

Area: 1 katha

4 chhatak. :

of 0.021 acre :

Price: Rs. 9000/-

P.S. Siliguri. :

Contd..to..P/2.

12. P. No. 12 of the
... 24 ... of the
... signed ...)
Pri Nandan Prasad

Set Pri Nandan Prasad.
Set in Hindi.

Page No. 2.

Set
D. L. Yalwa,
Sub-Registrar
3/12/84

Set. Pri Nandan Prasad.
Set in Hindi.

Execution is witnessed.

Pri Nandan Prasad.
Brij Mohan Prasad.
P. D. ... Name

Name: Brij Mohan Prasad,
Hindu
Business

A N D

SRI RAJ NANDAN PRASAD, son of late BRIJ MOHAN PRASAD,
Hindu by faith, business by occupation, resident of
Pradhan Nagar, Siliguri, P.S. Siliguri, District Darjeeling

6215
Set. Pri Nandan Prasad.
Set in Hindi

-hereinafter called the VENDOR (which expression shall
mean and include unless excluded by or repugnant to the
context his heirs, executors, representatives, administrators
and assigns) of the Other Part.

Witnessed.
Bideswar Ghosh
Late Rani Ghosh
Siliguri
Hindu
Business

Contd..to..P/3.

Set. Bideswar Ghosh
Set in Hindi
Set D. L. Yalwa.
3/12/84

Page No.3.

Not for Nandini Records.
Not in His.

Whereas the Vendor acquired ownership by purchase to the extent of sixteen annas share of all that piece or parcel of homestead land measuring 1 one katha 4 four Chhatak or 0.021 zero point zero two one acre from Sri Man Bahadur Dorjee of Gurung Basti, Siliguri, by virtue of a Deed of Sale, registered on 23.5.1984 and registered at the S.R. Office Siliguri in Book No. I, Being No. 3392 for the year 1984 and as such from the date of such purchase the Vendor become absolute owner was put into actual khas and physical possession and mutated his name with respect to the said land in the office of the J.L.R.O., Siliguri, Vide Mutation Case No. IX-II/449 of 84-85, dated 9.11.84 and the Vendor had been possessing the said land having permanent heritable and transferrable right, title and interest therein free from all encumbrances whatsoever.

Contd..to..2/4.

Ho
Ar
4
or
Pri
P.S.

Page No. 4.

Set for Narsing P. 9000/-
set in hand.

A N D

Whereas the Vendor being in need of money has offered for sale his aforesaid land measuring 1 one katha 4 four chhatak or 0.021 zero point zero two one acre 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 has agreed to purchase the said land described in the schedule below and has offered a price of the sum of Rs. 9000/- (Rupees nine thousand) only, free from all encumbrances whatsoever.

Contd..to..P/5.

Ho
Ar
4 c
or
Pri
P. 3.

Page No.5.

for Rs. 9000/- Proceed.
60-11-11-11-11

A N D

Whereas the Vendor considering the said price of the sum of Rs.9000/- (Rupees nine thousand) only so offered by the Purchaser as fair, reasonable and highest in view of prevailing market rate of land and has agreed to sell the said below scheduled land unto and in favour of the purchaser at or for the said price, 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 sum of Rs.9000/- (Rupees nine thousand) only, paid in cash 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

Contd..to..P/6.

Ho
Ar
4 c
or
Pric
P.3e

সংগ্রহীত
১৯৭১ খ্রিঃ
১৯৭১ খ্রিঃ

Vendor does hereby grant, convey, sell, assign and transfer unto and in favour of the Purchaser the said land described in the scheduled below and make over possession of the same together with all right, title, interest, liberties, easements privileges, appendices, appurtenances whichever is belonging to or 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 present superior Land Lord-the Govt. of the State of West Bengal, represented by the J.L.R.O., Siliguri.

The Vendor does hereby declares that the Vendor has not previously sold, mortgaged, transferred or contracted for sale or otherwise the said below scheduled land or any part thereof and the land hereby demised 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 demised 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 demised or any part thereof in future, the Vendor shall be liable to return to the Purchaser the full or proportionate

of Puri Nandur Bazaar.
Set in Bid.

part of the said price money as the case may be together with interest at the rate of Rs.18/- per cent per annum from the date of such deprivation of ownership or of possession and the Vendor 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.

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

SCHEDULE OF THE LAND HEREBY SOLD :

All that piece or parcel of raiyoti homestead land measuring 1 one katha 4 four chhatak or 0.021 zero point zero two one acre, in Plot No.582 five hundred eighty two, Recorded in Khatian No.593 five hundred ninety three, of Mouza-Siliguri, J.L.No.110 (Hal 88), within the limits of Siliguri Municipal Ward No.I, within the Jurisdiction of Police Station, Sub-division and Sub-registry office Siliguri, Pargana Baikunthapur, Touzi No.3(Ja), District Darjeeling.

Contd..to..P/8.

Page No.5.

for Rs. 9000/- Received
got in this.

A N D

Whereas the Vendor considering the said price of the sum of Rs.9000/- (Rupees nine thousand) only so offered by the Purchaser as fair, reasonable and highest in view of prevailing market rate of land and has agreed to sell the said below scheduled land unto and in favour of the purchaser at or for the said price, 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 sum of Rs.9000/- (Rupees nine thousand) only, paid in cash 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

Contd..to..P/6.

Ho
Ar
4 c
of
Pris
P.3.

sol-
Raj Nandan Record.
sol in Hindi.

The said land is butted and bounded as follows :
North : Land of Sri Arbind Kumar Singh & others.
South : Land of Sri Arbind Kumar Singh. (to-day purchase).
East : Land of Sri Arun Kumar Singh & others.
West : Road.

Proportionate yearly rent is Rs.2.80 paise payable to the Govt. of West Bengal.

IN WITNESS WHEREOF THE VENDOR, in good health and conscious mind set and subscribe his hand on the day, month and year first above written.

Witnesses :

1. sol- Surender, Nali Mukherjee, explained the contents of this deed by me to the Vendor
Siliguri.
2. sol- Bindeshwar Ghoshan.
s/o late. Ranji Ghoshan.
Mulligan.
sol in Hindi.
3. sol- Ranese Ghoshan
of Pochan Nigra.

Typed by, read over and
this deed by me to the Vendor

sol-
Manoranjan Roy
(Manoranjan Roy)
Deed Writer, Siliguri.
L.No.20 of 1984.