

23869

5-2959

1000Rs.

J



24



Admissible under Rule 21 & also  
 u/s. 541 of V. B. L. R. Act, 1995  
 duly Stamp under the Indian  
 Stamp Act, 1903 (N.B. Stamp as  
 Amended upto date)  
 Schedule 14 No. A-23  
 Fees Paid 6509.00  
 Process Fees 10.00 in C.F.S.

Stamp Duty Required Rs. 48000/-  
 Stamp duty paid in  
 N.J. Stamp Rs. 4000/-  
 Stamp duty paid u/s. 41  
 of the S.A. 1999 in  
 draft Rs. 44000/-  
 for u/s. 2(9) of  
 the S.A. 1999.

Sub-Registrar  
 Rajgaon, Dist. Jalgaon  
3/8/05

Handwritten: Urmila Shah  
Rahul Shah

Handwritten: Sunita Shah  
Lily Devi

0119-972194 DEED OF CONVEYANCE  
27.7.05  
28.7.05

Additional Recd. Fees  
 Rs. A. 9658.00  
 Only is related Vid Miso  
 Receipt No. ....  
 Dated 8.05

Handwritten: Alia Ash

Market Value assessed 14771031/-  
 (Rupees) .....  
 Stamp Duty received Rs. 118169/-  
 (Rupees) .....  
 Stamp Duty paid Rs. 48000/-  
 Rupees .....  
 Deficit Stamp Duty Rs. 70169/-

Sub-Registrar  
 Rajgaon, Dist. Jalgaon  
3.8.2005

Certified that the deficit Stamp Duty  
 of Rs. 40000+30000=70000/-  
 (Rupees) .....  
 has been paid by State Bank of India issued by  
 S.A. 0418-0400

2004 N. L. STAMPS  
 SL. NO. \_\_\_\_\_ DATED 27.7.05  
 PAID TO Dinesh Prasad  
 OF \_\_\_\_\_ Slg-  
 Rs. 1000/- one thousand  
 ONLY.  
 S-Dag  
 (STAMP DUTY)  
 STAMP VENUE  
 BILGURI COURT

Presented for Registration at \_\_\_\_\_  
 A.M. P.M. on the 28th day of June, 2005  
 at Sub-Registrar Office, Rajgarh,  
 by \_\_\_\_\_ Executant, Claimant.  
 Urmila Devi



Urmila Devi



4899 28/7/05 Urmila Devi s/o. H. Ramesh  
 prasad. ② Rahul Shah.  
 s/o. H. Ramesh prasad.  
 ③ Sumita Shah. s/o. H. Ramesh prasad.

Urmila Devi



4900

Rahul Shah.

④ Lily Devi:  
 Name \_\_\_\_\_  
 s/o. H. Prakash prasad.  
 of \_\_\_\_\_  
 2nd mile  
 Thea \_\_\_\_\_  
 Bhaktinagar  
 District \_\_\_\_\_ Ja. Bilguri  
 By Caste \_\_\_\_\_ Hindu/Muslim  
 By Profession \_\_\_\_\_ Business

Sumita



4901

Sumita Shah



4902

Lily Devi

Name \_\_\_\_\_  
 s/o. \_\_\_\_\_  
 of \_\_\_\_\_  
 Thea \_\_\_\_\_  
 District \_\_\_\_\_  
 By Caste \_\_\_\_\_ Hindu/Muslim



✓ Umile dan

✓ Rahul Singh

✓ Sunita Shah

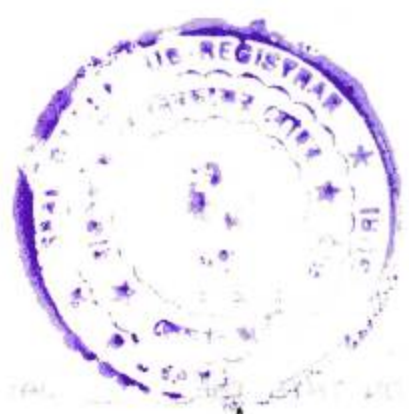
✓ Lily Devi

: 2 :

THIS INDENTURE IS MADE ON THIS THE 28TH DAY OF JULY 2005.

*Handwritten signature/initials*

2005 H. J. STAMPS  
SL. NO. \_\_\_\_\_ DATED 27.7.05  
SOLD TO Dinesh Prasad  
OF \_\_\_\_\_ Sg.  
Rs. 1000/- one thousand  
ONLY.  
S. Das  
(SRIHAR DAS)  
STAMP VENDOR  
SILIGURI COURT



Sd/- Registrar  
Jalpaiguri, Dt. Jalpaiguri

500Rs.



: 3 :

Plot Nos. : 422 and 429  
Khatian No. : 321/1  
Mouza : Dabgram  
J.L. No. : 2  
Sheet No. : 8  
P.S. : Bhaktinagar  
District : Jalpaiguri  
Consideration : Rs.6,00,000.00

✓ *Vomila Devi*

✓ *Rahul Shah*

✓ *Sunita Shah*

✓ *Lily Devi*

*Alai*  
*Adh*

2006 H. I. STAMPS  
 SA. NO. \_\_\_\_\_ DATED 27/07/05  
 SOLD TO Dinesh Prasad  
 OF \_\_\_\_\_ Slg-  
 For 500/- Five hundred  
 ONLY. 8.00g  
 STAMP VALUE  
 BILGUM COLLEGE



Sub-Registrar  
 Bilgaon, Dt. Jharkhand

Registration No. : \_\_\_\_\_  
 Date of Registration : \_\_\_\_\_  
 District : \_\_\_\_\_  
 Sub-District : \_\_\_\_\_  
 Block : \_\_\_\_\_  
 Village : \_\_\_\_\_  
 Panchayat : \_\_\_\_\_  
 Tehsil : \_\_\_\_\_  
 District : \_\_\_\_\_  
 State : \_\_\_\_\_

500Rs.



✓ Urmita Devi  
 ✓ Rahn Shah  
 ✓ Sunita Shah  
 ✓ Lily Devi

BETWEEN

*Raj  
Shah*

2007

H. J. STAMPS

SA. NO. \_\_\_\_\_ DATED 27/7/05

SOLD TO Dinesh Prasad

OF \_\_\_\_\_ Sg.

Rs. 500/- Five hundred

ONLY.

S. D. G.

STAMP VENDOR  
SILIGURI COURT



Sub-Registrar  
Siliguri, Dt. J. P.



500Rs.



✓ Urmila Devi  
✓ Rabi Shah  
✓ Sumita Shah  
✓ Lily Devi

: 5 :

✓  
SRI DINESH PRASAD, son of Late Ghura Parsad, Hindu by faith, Indian by nationality, residing at 2nd Mile, Sevoke Road, Siliguri, P.S. - Bhaktinagar, in the District of Jalpaiguri, hereinafter called the "PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, administrators and assigns) of the "ONE PART".

Alia  
Bch

2008

H. J. STAMPS

SA. NO.

DATED 27/7/05

SOLD TO

Dinesh Prasad

OF

Slg.

Rs.

500/-

Five hundred

ONLY.

S=Das

STAMP VERDOR  
SILIGURI COURT



Sub-Registrar  
Rajganj, Dt. J. Dist.

500Rs.



Urmila Devi

Rahul Shah

Sumita Shah

Lily Devi

: 6 :

A N D

*Alis  
sch*

2009

N. J. STAMPS

Sl. No. \_\_\_\_\_ DATE 27.07.05

BOLD TO Dinesh Prasad

OF Sg.

Rs. 500/- Five hundred/-

ONLY

Total Rs. 1000/- x 2

500/- x 4

= 2000/- + 2000/-

= 4000/-

S. Das

CHANDER NAG,

STAMP VENDOR

SILIGURRI COLONY



Sub-Registrar,  
Salem, Dt. J. S. Das

Urmila Devi

Rahul Shah

Sunita Shah

Lily Devi

: 7 :

1. SMT. URMILA DEVI, wife of Late Ramesh Prasad,
2. SRI RAHUL SHAH, son of Late Ramesh Prasad,
3. MISS SUNITA SHAH, daughter of Late Ramesh Prasad and
4. SMT. LILY DEVI, wife of Late Mahesh Prasad, all are Hindu by faith, Indians by Nationality, residing at 2nd Mile, Sevoke Road, Siliguri, P.S. - Bhaktinagar, in the District of Jalpaiguri, hereinafter called the " VENDORS " ( which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, successors, representatives, administrators and assigns ) of the " OTHER PART " .

WHEREAS Smt. Damayanti Devi, wife of Late Ghura Prasad, Sri Dinesh Prasad, son of Late Ghura Prasad, Ramesh Prasad, son of Late Ghura Prasad and Smt. Lily Devi, wife of Late Mahesh Prasad, became the sole, absolute and exclusive owners of all that piece or parcel of land measuring 9.9135 Acres, by virtue of Deed of Partition, Dtd.25-04-1991, being Document No.3885 for the year 1991, entered in Book No. I, Volume No. 74, Pages 258 to 270, registered in the Office of the Sub-Registrar, Siliguri.

AND WHEREAS abovenamed Smt. Damayanti Devi executed and registered a will with respect to her undivided 1/4th share in the aforesaid land measuring 9.9135 Acres, unto and in favour of her sons - Sri Dinesh Prasad and Sri Ramesh Prasad and the said will was registered in the Office of the Sub-Registrar, Siliguri on 25-04-1991, being Document No. 28 for the year 1991.

AND WHEREAS after the death of Damayanti Devi the said will was duly probated in the Court of the District Delegate ( Civil Judge, Senior Division ) Siliguri and the said probate was granted on 15-07-1998, vide Misc. Judicial ( Probate ) Case No.43/1992 and thereafter Sri Dinesh Prasad and Sri Ramesh Prasad acquired and became the absolute owners of the 1/4th share of Damayanti Devi in the aforesaid land measuring 9.9135 Acres.

AND WHEREAS abovenamed Ramesh Prasad died intestate leaving behind his wife - Smt. Urmila Devi, son - Sri Rahul Shah and daughter - Miss Sunita Shah, as his only legal heirs to inherit his undivided share in the aforesaid land measuring 9.9135 Acres.

*Kleis*  
*Adv*

Urmila Devi  
Rahul Shah  
Sunita Shah  
Lily Devi

: 8 :

AND WHEREAS under the circumstances mentioned hereinabove Sri Dinesh Prasad, Smt. Urmila Devi, Sri Rahul Shah, Miss Sunita Shah and Smt. Lily Devi, became the sole absolute and exclusive owners of the aforesaid land measuring 9.9135 Acres, having permanent, heritable and transferable right, title and interest therein.

AND WHEREAS a Partition suit was filed between Sri Dinesh Prasad, Smt. Urmila Devi, Sri Rahul Shah, Miss Sunita Shah and Smt. Lily Devi, vide Partition Suit No. 21 of 2003, for Partition and separate possession of land measuring 7.544 Acres, between themselves and the remaining land was in their collective possession.

AND WHEREAS under the above circumstances mentioned hereinabove i) Sri Dinesh Prasad became the sole, absolute and exclusive owner of 50 percent of 3/4th share in the remaining land particularly described in the Schedule given hereinunder, ii) Smt. Urmila Devi, Sri Rahul Shah and Miss Sunita Shah, became the sole absolute and exclusive owners of 50 percent of 3/4th share in the remaining land particularly described in the Schedule given hereinunder and iii) Smt. Lily Devi became the sole, absolute and exclusive owner of 1/4th share in the remaining land, particularly described in the Schedule given hereinunder, having permanent, heritable and transferable right title and interest therein.

AND WHEREAS Smt. Urmila Devi, Sri Rahul Shah and Miss Sunita Shah, ( Vendors No.1 to 3 of these present ), have now firmly and finally decided to sell and have offered for sale to the purchaser their 50 percent of 3/4th share in the land measuring 5264.68 sq.ft, which comes to 1974.25 sq.ft. AND Smt. Lily Devi ( Vendor No.4 of these present ), have now firmly and finally decided to sell and have offered for sale to the purchaser her 1/4th share in the land measuring 5264.68.ft, which comes to 1316.17 sq.ft., more particularly described in the Schedule given hereinunder, for a consideration of Rs.6,00,000.00 ( Rupees six lakhs ) only.

AND WHEREAS the purchaser being in need of land in that area, have agreed to purchase the said 50 percent of 3/4th share in the land measuring 5264.68 Sq.ft. and 1/4th share in the land measuring 5264.68 sq.ft., which in total measures 3290.42 sq.ft., more particularly described in the Schedule given hereinunder for a consideration of Rs.6,00,000.00 ( Rupees six lakhs ) only, considering it to be the highest prevailing market price, free from all encumbrances and charges whatsoever.

Alis

Urmila Devi

Rabul Shah

Luniben Shaha

Lily Devi

: 9 :

NOW THIS INDENTURE OF SALE WITNESSETH that in pursuance of the aforesaid offer, acceptance and in consideration of Rs.6,00,000.00 ( Rupees six lakhs ) only paid by the purchaser to the vendors, the receipt of which is acknowledged by the vendors by execution of these presents and grants full discharge to the purchaser from the payment thereof and the vendors do hereby assign, sell, grant, convey and transfer absolutely and forever the said below schedule land and makes over possession thereof unto and in favour of the purchaser peaceably and quietly together with all right, title, hereditaments, easements, liberties, appurtenances, etc., whatsoever in any way belonging to or purported to belong or which was/were so long being enjoyed by the vendors therewith with permanent heritable and transferable right, title and interest therein without any objection, claim, interference or interruption from the vendors or any person claiming under them subject to the payment of land revenue and other taxes to the Superior Landlord—now the Govt. of West Bengal and/or such other authorities as law may provide from time to time in future.

The vendors declare that the interest which they professes to transfer hereby subsists as on the date of these present and the vendors have not previously transferred, mortgaged, contracted for sale or otherwise the said below schedule land/property or any part thereof in favour of any other party or person/s and the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and is free from all encumbrances and that the recitals made hereinabove and hereinafter are all true and in the event of contrary the vendors shall be liable to make good the loss or injury which the purchaser may suffer or sustain resulting therefrom.

The vendors further covenant with the purchaser that if for any defect of title or for any act done or suffered to be done by the vendors, the purchaser is deprived of ownership or of possession of the schedule land/property or any part thereof in future, the vendors shall forthwith return to the purchaser the full or proportionate part of the consideration money as the case may be together with interest from the date of such deprivation of ownership or of possession and the vendors shall further pay adequate compensation to the purchaser for any other loss or injury which the purchaser may suffer or sustain in consequence thereof.

*Chia*  
*Shw*

Urmila Devi

Rahul Shah

Sumita Shah

Lily Devi

: 10 :

The vendors further undertake to take all actions and to execute all documents as may be required to be done or executed for fully assuring right, title and interest of the purchaser to the below schedule land conveyed at the cost of the purchaser.

SCHEDULE

I. All that 50 percent of 3/4th share in the land measuring 4593.18 sq.ft. and 1/4th share in the land measuring 4593.18 sq.ft., forming part of Plot No. 422, recorded in Khatian No. 321/1, situated within Mouza - Dabgram, J.L. No. 2, Pargana - Baikunthapur, Sheet No. 8, P.S.- Bhaktinagar, Registry Office and District - Jalpaiguri,

The said land delineated with red border lines in the site plan enclosed herewith forms part of these present and the same is bound and butted as follows :

By North : Land of the purchaser,

By South : Land of Smt. Lily Devi and others,

By East : Common Road,

By West : Sevoke Road.

II. All that 50 percent of 3/4th share in the land measuring 671.50 sq.ft. and 1/4th share in the land measuring 671.50 sq.ft., forming part of Plot No. 429, recorded in Khatian No. 321/1, situated within Mouza - Dabgram, J.L. No. 2, Pargana - Baikunthapur, Sheet No. 8, P.S.- Bhaktinagar, Registry Office and District - Jalpaiguri,

*Alia*  
*sd*



: 11 :

The said land delineated with red border lines in the site plan enclosed herewith forms part of these present and the same is bound and butted as follows :

By North : Land of Smt. Urmila Devi and others,

By South : Land of the purchaser,

By East : Common Road,

By West : Common Road.

Total land transferred measures 2870.735 sq.ft.+ 419.687 sq.ft.= 3290.42 sq.ft.

IN WITNESSES WHEREOF THE VENDORS IN GOOD HEALTH AND CONSCIOUS MIND HAVE PUT THEIR SIGNATURES ON THIS DEED OF SALE ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES

1. Vikash Shah,  
S/o Dinesh Prasad,  
Saraswati Rice Mill,  
Sevake Road,  
Siliguri.

2. Samar Palai

S/o Ganesha Palai  
Haridwar Palai  
Siliguri

The contents of this document has been gone through and understood personally by the vendors and the purchasers.

Urmila Devi  
Rahul Shah  
Sunita Shah

Lily Devi












VENDORS

Drafted, readover and explained by me and typed in my office.

Kamal K. Kedia

K.K.Kedia  
Advocate, Siliguri  
E.No.F/6/92.



# CLAIMANT SHEET

 <p>Lily Devi</p>		Thumb	Fore Fingure	Middle Finger	Ring Finger	Little Finger
	left hand					
	right hand					

*Lily Devi*  
 Signature with Date  
 (Presentant)

POTO Full Signature of the person	left hand					
	right hand					

Signature with Date

POTO Full Signature of the person	left hand					
	right hand					

Signature with Date

POTO Full Signature of the person	left hand					
	right hand					



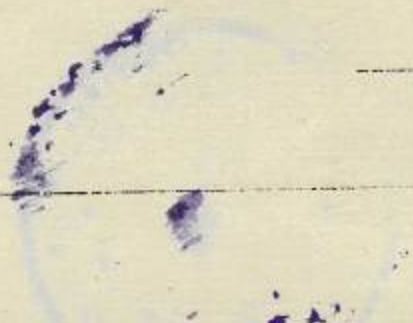
Urmila Devi

FINGER PRINTS OF SMT. URMILA DEVI (VENDOR)

	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT HAND					
RIGHT HAND					



Rahul Shah



Urmila Devi  
SIGNATURE

FINGER PRINTS OF SRI RAHUL SHAH (VENDOR)

	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT HAND					
RIGHT HAND					



*Sunita Shah*

FINGER PRINTS OF MISS SUNITA SHAH (VENDOR)

	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT HAND					
RIGHT HAND					



*Sri Dinesh Prasad*

*Sunita Shah*

SIGNATURE

FINGER PRINTS OF SRI DINESH PRASAD (PURCHASER)

	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT HAND					
RIGHT HAND					