2727 1001

INDIA NON JUDICIAL

१००रु. Rs100

भारत

एक सौ रुपया ONE HUNDRED RUPEES

Admissible under Rule 21 duly Stamped/ Exempt from ... does not require stamp by ... under the West Bengal Stamp Act 1968 Sch. ...-A No 23

Fee Paid Rs A 39-50 + N 1.20 + K 1) 5/-
45/- + K 1.46
= 47.36

Registering Officer
15-2-77

realised in C.F.S. realised
P. Fee Rs 3/- ~~to be collected~~
on 16.12.77.

S.P.
10.2.79.

C O N V E Y A N C E.

Conveyance :

Area : 2.80: decimal.

Consideration : Rs. 4500/- :

P.S. Siliguri :

Mouza Panchanoi:

J. L. No. 29 :

Kh. No. 2/1 :

Plot No.258 & more:

No co-sharer :

This Indenture made this the 20th January, 1972.

B E T W E E N

Sri Radheshyam Sharma, s/o Sri Banarashi Lal Sharma, Hindu by religion, businessman by occupation, resident of Church Road Siliguri, P. S., S. R. office & Sub Division Siliguri, Dist. Darjeeling - hereinafter called the PURCHASER (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, administrators, successors, representatives and assigns) of the ONE PART.

9343 22.1.79

Radheshyam Sharma

Siliguri

157/- Rupees one hundred only

Presented for Registration at 2 pm

on the 15th of Feb 1979

at the R Sub-Registry Office

by Radheshyam Sharma

Executant, Claimant, Attorney,

Radhey Shyam Sharma.

Sub-Registrar

15.2.79

V+C.T.5

Examined & identified

Having verified the genuineness of Sri Ranji Ram Shah Sri Keshan Ram & Bindu Ram Belgaria Hindi Teachers. I have this day examined the said Ranji Ram Bra who has been identified to my satisfaction by Sri Narayan Ghosh S/o Suresh Ch Ghosh of Siliguri Hindi Teacher & Mr Lawa Ranji Ram has admitted the execution of this document

Sub-Registrar 15.2.79

Sub-Registrar 15.2.79




A N D

Sri Ramji Ram, s/o late Srikishan Ram, Hindu by religion, business man by occupation, resident of Mahanandapara Burdwan Road Siliguri, P. S., S. R. Office & Sub Division Siliguri, Dist. Darjeeling - here-inafter called the VENDOR (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, administrators, successors, representatives and assigns) of the -- OTHER PART.

WHEREAS the Vendor has acquired by purchase 8.70 acre of raiyati land for his brick field purpose from one Ram Kumari Debi of Siliguri by virtue of sale, registered at Siliguri S. R. Office on 19. 8. 69 registered in Book No. 1, Volume No. 38, Page 124 to 129, Being No. 3459, for the year 1969, situated within Pargana Patharghata, P. S. S. R. Office & Sub Division Siliguri, Dist. Darjeeling, and has muta-ted his name in the J. L. R. Office Siliguri, vide M. C. No. 511 of 74-75, dated 11. 12. 74 and as such from the date of such purchase

9344 — 29.1.77

Radheshyam Sharma

Siliguri

50/- — 4/4

Sd/-

40 Rs.

चालीस रुपया

INDIA

४०रु.

40RS

FORTY RUPEES



the Vendor has got right title and interest having permanent heritable and transferrable interest therein and has exacavated earth -- from the said land for his said business purpose and thus the said land has converted into ditches.

A N D

WHEREAS the Vendor being in need of money for his business purpose has offered for sale the said land stated above.

A N D

WHEREAS the Purchaser being in need of such land for his business purpose has accepted the said offer of the Vendor and has offered and agreed to purchase 2.90 two acre ninety decimal of land out of the aforesaid land for the Vendor fully described in the schedule below for Rs. 4500/- (Rupees Four thousand & five hundred) only, free from all encumbrances whatsoever.

[illegible] 9318

[illegible] Deathcertificate [illegible]

[illegible] Silong

[illegible] 110 [illegible] 1988

[illegible]

[illegible]

[illegible]

[illegible] 15.2.99

3R$50P

INDIA

तीन रुपये पचास पैसे

सत्यमेव जयते

THREE RUPEES भारत FIFTY PAISE



A N D

WHEREAS the Vendor has accepted the price so offered by the Purchaser as fair and reasonable in view of the prevailing highest market rate of such ditch and has agreed to sell the said land measuring 2.90 two acre ninety decimal of land fully described in the schedule below For Rs. 4,500/- (Rupees Four thousand & five hundred) only, free from all encumbrances whatsoever unto the Purchaser and the said land is transferred in the manner as appearing hereinafter.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said offer and acceptance and also in consideration of Rs. 4,500/- (Rupees Four thousand & five hundred) only, paid in cash 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, assign and transfer unto the Purchaser the aforesaid land described in the schedule below and make over possession thereof to the Purchaser together with all rights, liberties privileges, easements, appendices, appertenances belonging

2346 29.1.79

Radheshyam Sharma

Siliguri

Purpose Area Affd. Case

Shama

15.2.79

to or in any way appertaining to the said land as the absolute estate free from all encumbrance and all the rights, titles and interest of the Vendor into or upon the land hereby conveyed, expressed or intended so to be TO HAVE and TO HOLD the same subject to the payment of rent etc. payable to the superior landlord the State of West Bengal.

AND the Vendor does hereby covenant with the Purchaser that the interest which the Vendor professes to transfer subsists and the Vendor has full authority to transfer the land hereby transferred expressed or intended so to be unto the Purchaser in the manner aforesaid and the Vendor or any person claiming under him shall and will from time to time at all times hereafter at the request and cost of the Purchaser do execute all such acts, deeds and things whatsoever for further and more effectually assuring the enjoyment and possession of the Purchaser thereof and therein as shall and may be required.

IT is further declared that the land described in the schedule below is held by the Vendor has not been surrendered or forfeited and that there exists no charge , mortgage, attachment or any other encumbrance whatsoever upon the scheduled property hereby transferred, expressed or intended so to be or any part thereof at the date of these presents and in the event of discovery of any charge, mortgage, attachment or any other encumbrance the Vendor shall be liable to be dealt with according to law and shall be liable to compensate the Purchaser for the loss that the Purchaser may sustain in consequence thereof.

THE Vendor further covenants that all rent and other public charges payable for the land hereby transferred or expressed or intended so to be that has accrued due upto the date of these presents have been paid and all other covenants and conditions required to be observed and -- performed and in case if it transpires otherwise the Vendor shall be liable to indemnify the Purchaser for any loss resulting from any such non-payment, non-observance and non-performance as aforesaid.

The Vendor further declares that the entire property forming subject matter of the present conveyance was in khas and actual possession of the Vendor at the date of these presents. If for any defect to title for any act done or suffered to be done by these presents the Purchas is deprived of possession or of enjoyment of the land hereby transferr or expressed or intended so to be by these presents or any part thereo the Vendor shall be liable to return to the Purchaser the full or proportionate part of the consideration money as the case may be together with interest at the rate of Rs. 12/- per cent per annum from the date of such deprivation or dispossession and shall also be liable for adequate compensation for any loss or injury attending thereto to be sustained by the Purchaser.

IT is further declared by the Vendor that the Vendor has not entered into any binding contract with any other person whatsoever to sell or to transfer otherwise the said land hereby conveyed by these presents or expressed or intended so to be or any part thereof and there subsists no such contract at the date of these presents and in the event of discovery of any such contract of sale or transfer existing with - respect to the aforesaid land or any part thereof at the date of execution of these presents or if any of the recitals made herein are pro -ed to be false the Vendor shall be liable for false recitals made her -in and shall also be liable to compensate adequately the Purchaser fo the loss or injury to be sustained by the Purchaser in consequence -- thereof.

S C H E D U L E.

All that piece or parcel of raiyati ditch land measuring 2.90 two acre ninety decimal of land at an annual rental of Rs. 12=25 (Rupees Twelve & Paisa twenty five) only, appertaining to and forming part of 23.98 twenty three acre ninety decimal of land at an annual rental of Rs.100 (Rupees One hundred) only, the proportionate rent for the demised

plot of land is payable to the State of West Bengal, represented by th J. L. R. O., Siliguri, situated within Pargana Patharghata, Mouza Panch -noi, P. S., S. R. Office & Sub Division Siliguri, Dist. Darjeeling, J. L. No. 29; Khatian No. 2/1; included in part of C. S. Plot Nos. -- 258 two hundred fifty eight measuring 1.23 one acre twenty three decim 259 two hundred fifty nine measuring 2.14 two acre fourteen decimal; 260 two hundred sixty measuring 2.13 two acre thirteen decimal; --- 261 two hundred sixty one measuring 3.17 three acre seventeen decimal; 248 three hundred forty eight measuring .03 three decimal; total in 5 five plots measuring 8.70 eight acre seventy decimal of land out of that 2.90 two acre ninety decimal on the South side of the total plot of land is sold.

IN WITNESS WHEREOF the Vendor does hereunto set his hand on the day month and year first above written.

WITNESSES :

Bijoy Kumar Gupta
S/o Shri Ramji Ram
Mahanandapara Burdwan Road
Siliguri

The contents of this document have been readover & explained to the Vendor by me and typed by me :

Typist, Siliguri

J.C.O

Satish Kumar