

286  
21.6.2001

2523



1220  
15/1/01  
A. S. K. S. S.  
21.6.2001  
11/4/01  
11/4/01

certified that the  
Post Stamp duty of Rs. 25000  
has been realized by the Bank Dept.  
having No. 28/16/2001 dated.

0000 025373

REGISTERED FROM  
28/16/2001  
Collector  
38 41 & 42

T. Kishan Lal Saraf

### DEED OF CONVEYANCE

stamp duty from or does not pay.  
1959 schedule IA  
Taxes Paid.

By  
Adv. D. S. Das  
Sikari Dr. Darjeeling  
28/6/2001

1400000  
569000  
20/1

1A  
Advocate  
Siliguri, Darjeeling



0000 025371

THIS INDENTURE MADE THIS

THE 21<sup>st</sup> DAY OF June, TWO THOUSAND ONE

*Handwritten signature/initials*



01AA 589669

HOMESTEAD LAND :

Area	:	20 Katha or 0.33 acres
Price	:	Rs. 12,20,000.00 (Rupees Twelve Lacs Twenty Thousands) only.
Plot No.	:	2156
Khatian No.	:	1142
J. L. No.	:	110 (88)
Pargana	:	Baikunthapur
Mouza	:	Siliguri
P. S.	:	Siliguri
Dist.	:	Darjeeling

*Hastakam Kaddam*

BETWEEN

Advocate  
Siliguri, Darjeeling

Contd. Page - 4

Advocate  
Siliguri, Darjeeling

Contd. Page - 5

SRI MAKHAN LAL SARAF, son of Late Rameshwar Lal Saraf, adopted by Late Mathura Prasad Saraf, Hindu by religion, resident of Burdwan Road, Siliguri, P. O. & P. S. Siliguri, district - Darjeeling, presently residing at : 6, St. Georges Gate Road, Kolkata - 700 022. Hereinafter called the VENDOR ( 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.

*Placed on Land Saraf*

A N D

SRI VIJAY KUMAR SHAH, son of Sri Dindayal Shah, for self and as 'Karta' of and representing all other co-parceners Constituting a Hindu undivided family (HUF) named as VIJAY KUMAR SHAH, Hindu by religion, business by occupation, resident of Nakari Nagar, North Lakhimpur, District-Lakhimpur, in the State of Assam, presently residing at Burdwan Road, P. O. & P. S. Siliguri, district-Darjeeling (W.B.) 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 OTHER PART.

WHEREAS the Vendor is the absolute and actual owner of tenanted property being a piece or parcel of land measuring 20 kathas or 0.33 acres fully described in the schedule below having permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever

A N D

WHEREAS the Vendor acquired ownership of the aforesaid land to the extent of sixteen annas share from Sri Hira Lal Ghosh, son of Late Kanai Lal Ghosh, resident of Siliguri, P. O. & P. S. - Siliguri, district-Darjeeling by virtue of two numbers of Deed of Sale registered on dated 18.12.59 and of which one entered in Book No. 1, Volume No. 38, Pages 47 to 49 being No. 3188 and the other entered in Book No. 1, Volume No. 38, Pages 50 to 52, being No. 3189 for the year 1959 respectively, at the office of the Sub-Registrar, Siliguri and as such since then the vendor has been enjoying the physical possession thereof free from all encumbrances whatsoever.

A N D

WHEREAS the Vendor being in need of money on account of his personal necessity offered absolute sale to the purchaser, the said land measuring 20 kathas or 0.33 acres more particularly described in the schedule below free from all encumbrances whatsoever.

*Sd/-*  
Attorn-  
Burdwan, Darjeeling

K. S. Chatterjee & Co. Solicitors

A N D

WHEREAS the purchaser being in need of land for the business/residential purpose in the locality where the said land situates, has agreed to purchase the plot of land measuring 20kathas or 0.33 acres fully described in the schedule below and offered a consideration of the sum of Rs. 12,20,000.00 (Rupees Twelve lacs Twenty Thousand) only i.e. @ Rs. 61,000.00 (Rupees Sixtyone Thousand) only per katha.

A N D


WHEREAS the Vendor considering the said price so offered by the purchase as fair, reasonable and highest in the prevailing market value and has agreed to sell the said land measuring 20 kathas or 0.33 acres fully and more particularly described in the schedule below unto and in favour of the said purchaser at or for the said consideration of the sum of Rs. 12,20,000.00 (Rupees Twelve Lacs Twenty Thousands) only i.e. @ Rs. 61,000.00 (Rupees Sixtyone Thousand) only per katha.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid offer, and acceptance and also in consideration of sum of Rs. 12,20,000.00 (Rupees Twelve Lacs Twenty Thousands) only paid by the purchaser to the vendor by demand Draft being

No. 564495...dated... 28/05/2001... for	Rs. 3,00,000.00	and
No. 564496... dated.. 28/05/2001... for	Rs. 3,00,000.00	and
No. 564498....dated.. 29/05/2001... for	Rs. 2,00,000.00	and
No. 564216... dated... 06/06/2001... for	Rs. 2,00,000.00	and
No. 564220 dated... 19/06/2001... for	Rs. 2,20,000.00	
<b>Total</b>		<b>Rs. 12,20,000.00</b>

All payable at Allahabad Bank, Kolkata Service Branch (The receipt whereof the vendor doth hereby acknowledge and admit and grant full discharge to the purchaser from the entire payment thereof), the vendor does hereby grant, convey, sell, assign and transfer unto and in favour of the purchaser the said land described in the schedule below and make over the possession thereof together with all rights, title and interest, liberties, easements, appurtenances whatsoever is belonging to or in any way appertaining to the said land TO HAVE AND TO HOLD the same absolutely by the purchaser forever perceable and quietly TOGETHER WITH the title deeds and other evidences of the title without and interference or interruptions from the Vendor &/or and person/s claiming under him subject to the payment of rent, tax etc. payable to the Govt. of the State of West Bengal.

AND THE VENDOR does hereby declare that he has not previously sold, mortgaged, transferred or contracted for sale or otherwise the said land or

  
A. S. Chatterjee  
Solicitor

Atal Bihari Vajpayee  
Secretary

any part thereof 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 an adequate compensation to the purchaser.

AND THE VENDOR does hereby covenant with the purchaser that if for any defect of title of the said land hereby demised or any part thereof or for any act/s done by or supposed to be done by the vendor, the purchaser is deprived of the ownership or of possession and enjoyment of the land hereby demised or any part thereof in future, then the vendor shall be liable to return to the purchaser the full or proportionate part of the said consideration money as the case may be together with an interest @ 18% per annum from the date of such deprivation or of dispossession and the vendor shall also be liable to pay an adequate compensation as to be determined by and between the purchaser and the vendor if any other loss or injury which the purchaser may suffer or sustain resulting therefrom.

AND THE VENDOR does thereby further declare that he at the request and costs of the purchaser, will execute all such acts, deeds and things whatsoever if and whenever the purchaser so requires for peaceful enjoyment and possession of the said land hereby sold by the vendor to the purchaser by these presents.

AND FURTHERMORE THAT THE VENDOR and all his heirs, executors, and administrators shall at all times hereafter indemnify and keep indemnified the purchaser, his heirs, executors, administrators and assigns against loss, damages, costs, charges and expenses if any suffered by reason or any defect in the title of the vendor or any breach of the covenants herein under contained.

**SCHEDULE OF LAND ABOVE REFERRED TO**

ALL that piece or parcel of land measuring 20 kathas or 0.33 acres at an annual rental of Rs. 10.00 (Rupees Ten) only out of the area of land measuring 20 kathas at an annual rental of Rs. 10.00 (Rupees ten) only, the rent for the said demised plot of land is payable to the Govt. of the State of West Bengal, recorded in Khatian No. 1142, Plot No. 2156, situated within Mouza-Siliguri, Pargana - Baikunthapur, J. L. No. 110 (88) P. S. & Subdivision - Siliguri, District - Darjeeling in the State of West Bengal.



The aforesaid demised plot of land measuring 20 Kathas or 0.33 acres is hereby sold by the Vendor to the purchaser by these presents and the same is delineated in the site plan annexed hereto.

The said demised plot of land is butted and bounded in the manner as follow :-

- By North : Land of Sri Himangshu Kar  
By South : Land of East India Pharmaceutical Works Ltd.  
By East : Burdwan Road  
By West : Land of Sri Manoranjan Ghosh

IN WITNESS WHEREOF the Vendor does hereunto set and subscribe his hand and seal on this Deed on the Day, Month & Year first above written.

*Flahcher Smt Smt*

Signature of the Vendor

WITNESSES:

Drafted by me & Printed in my office

1. Santosh Kumar Maheshwari  
S/o. Rameshwar Lal Maheshwari  
Burdwan Road, Siliguri  
Dist. Dooars (W.B.)

*J. P. Datta*

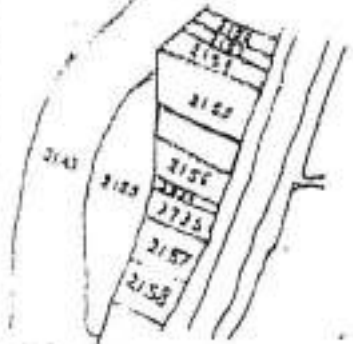
(J. P. Datta)

Advocate, Siliguri

(Regn. No. WB-322/1991)

2. *Indra Chatterjee*  
3. *Indra Chatterjee*  
4. *Indra Chatterjee*  
5. *Indra Chatterjee*  
6. *Indra Chatterjee*

PART TRACE MAP OF MOUZA  
SILIGURI T I NO 110 (89)  
SHEET NO 3 PS-SILIGURI  
DISP DARJEELING  
SCALE 1 INCH = 1 MILE



SITE PLAN SHOWING THE LAND  
PURCHASED BY  
VIJAY KUMAR SHARMA (H.U.F.)  
REPRESENTED BY PARTNER  
SRI VIJAY KUMAR SHARMA  
SIC SRI JINDAYAL SHARMA  
DE NAKARI, DIST. LAKHIMPUR  
LAKHIMPUR, DIST. LAKHIMPUR

SCALE 3 INCH = 1 FATHOM

NAME OF VENDOR  
SRI MAHANTA LAL SARAF  
SIC LATE RAMBHWAR LALL  
SARAF ADOPTED BY LATE  
MATIARA PRASAD SHARMA  
OF SILIGURI PRESENTLY  
RESIDING AT KOLKATA

LAND OF MAHANTAN  
CHOSH



NO. OF PLOTS: 8  
DIS: 110  
DAK: 120

*Handwritten signature: Mahanta Lal Saraf*