

_00DD 025373 floit-Stamp duty of Res been realised by the Bank Drad Collecter 315 41 & 42 -

DEED OF CONVEYANCE

SOMESTIDES UNDER CUID 27 OUR to exemi from or does not led. stamp dut. I intor the Indian Stanik and V C P. L. C.

AULOCATE Sillguri, Darjeetine



0000 025371

THIS INDENTURE MADE THIS

THE 2151 DAY OF June, TWO THOUSAND ONE

to took been with Sound

Advacute Sillguri, Darjeeam



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

BETWEEN

Adrocals guri, Darjeellas

Contd. Page - 4

la Durleeuns

Contd. Page - 5

SRI MAKHAN LAL SARAF, son of Late Rameshwar Lall 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, Kolkota - 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.

AND

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

AND

WHEREAS the Vendor acquired ownership of the aforesaid land to the extent of sixteen annas share from Sri Hira Ial Ghosh, son of Late Kanai Lal Ghosh, resident of Siliguri, P. O. & P. S. - Siliguri, district-Darjeeling by virture of two numbers of Deed of Sale' registered on dated 18.12.39 and of which one entered in Book No. I, Volume No. 38, Pages 47 to 49 being No. 3188 and the other entered in Book No. I, 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.

AND

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 acress more particularly described in the schedule below free from all encumbrances whatsoever.

Watering

AND

Chestra Killy

WHEREAS the purchaser being in need of land for the business/residental purpose in the locality where the said land situates, has areed 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.

AND

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	
			Total	Rs. 12,20,000,00	

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 peaceable 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

Altreals

the who as

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 convenant 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 posssession 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 prossession 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 lose, 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.

illigati, Despecta

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.

Etalchen Cell Smith

Signature of the Vendor

WITNESSES:

Drafted by me & Printed in my office

1. Santosh kumar maheshwani Ste. Rameshwer Id Maheshwani Burdhum Road. Shligari

Dist. Danjewling (W.B)

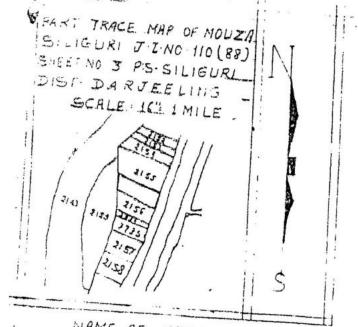
(J. P. Pawa)

Advocate, Siliguri (Regn. No. WB-322/1991

2 -2.26 5200h.

2 of Earlie to Shook

112 78-135



SCALE STO PLACE

NAME OF VENDOR.

SRI MAKANI LAL SARAF

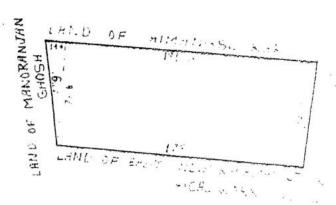
SIG LATE RAMESHWAY LALL

SARAF ADOPTED BY LATE

MATTURA PXHSAD SHRAF

OF DILIGUAL PRESENTLY

RESIDING AT KOLKATA



DISC NO. 11. DARTELING THE 21.

ttakna Kall Sange