

2 643/82



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

27AB 279538

SEARCHED COPY OF DOCUMENT NO.
643.....

BOOK NO. I FOR YEAR 1982





643
Page No. 184 - 190

Stamp Duty
Amount 2000/-
Date 29/1/82
Place Siliiguri
Sub. Registrar
SILIGURI
29/1/82

Mr. N. G. Prasad
Buyer
P. O. & P. S. Barjeeling
Dist. Darjeeling
West Bengal

Mr. N. G. Prasad
Buyer
P. O. & P. S. Barjeeling
Dist. Darjeeling
West Bengal

Note:
One copy attached
in this voter
s.e.r.

DEED OF SALE

Sub. Registrar
SILIGURI

29/1/82

This Deed of Sale is made on this the 29th day of
January, 1982.

BETWEEN

Sri. Nagnarayan Prasad, and, Sri. Sukhlal Prasad, both sons of Sri. Shew Nandan Ram, Hindu by faith, business by occupation, resident of Chakbazar, Darjeeling, P.O. & P.S. Barjeeling, Dist. Darjeeling hereinafter called the

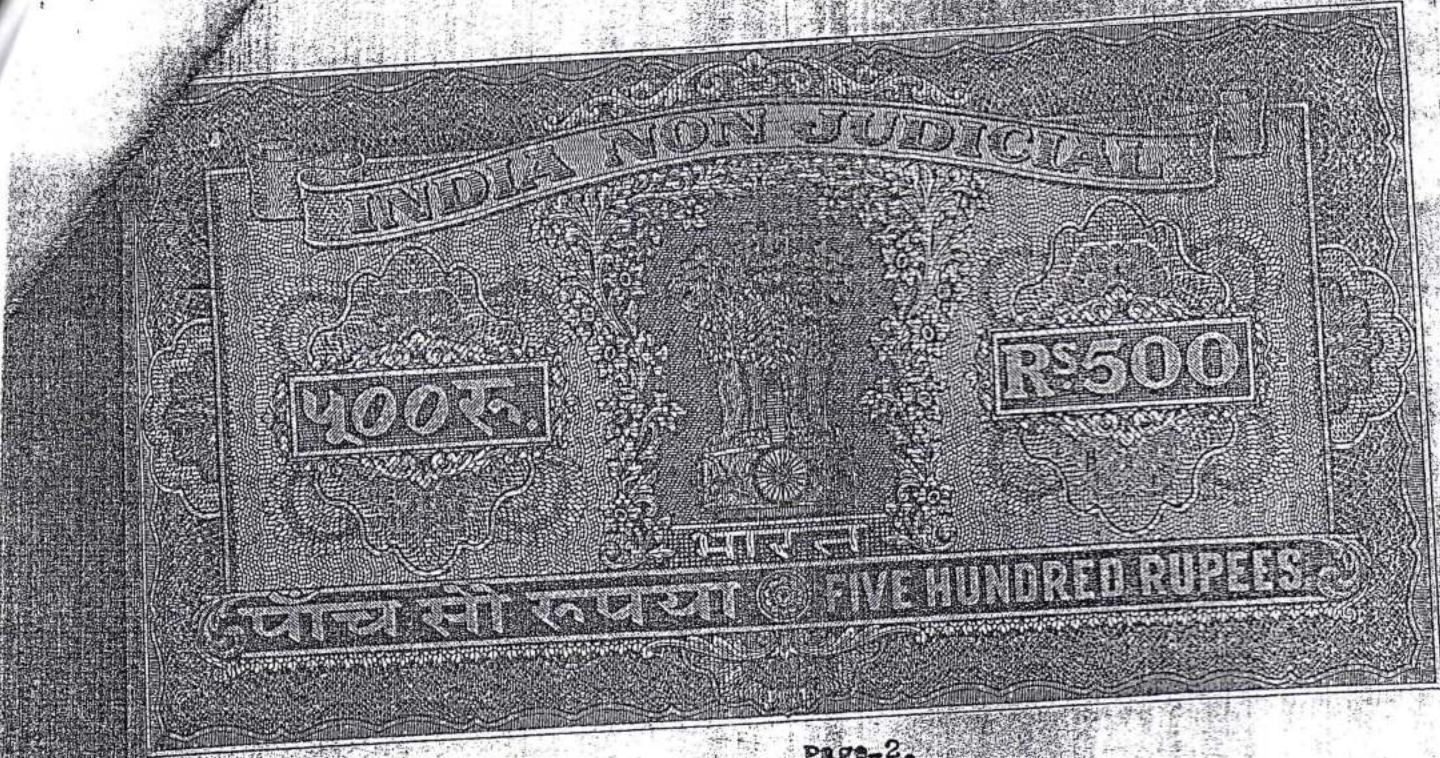
"PURCHASERS" (which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, representatives, administrators and assigns) of the One Part.

Reliyoth ho mestead
land 4 four kattas
or 0.062 acre.
price Rs. 21500/- only
P.S. Siliiguri.

(contd. to 2)



500 Rs.



Page-2.

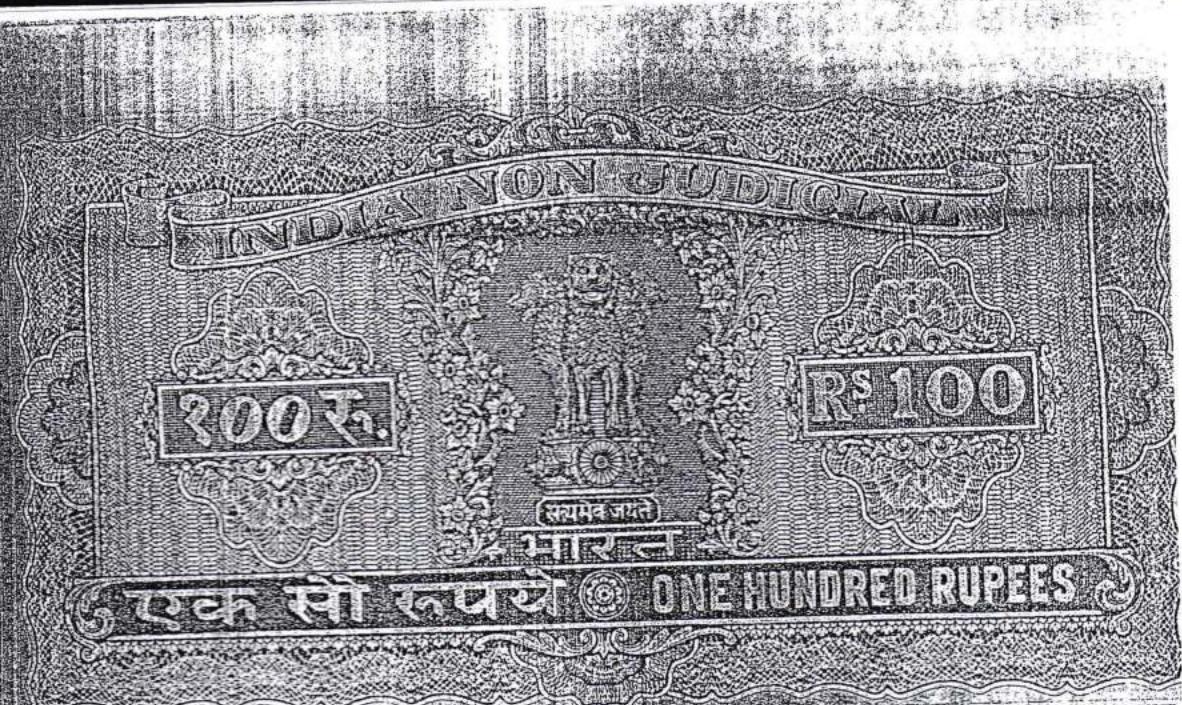
Nepal Nandi
Ananda Chandra Nandi
Gyanendra Nandi
Mandlaguri, P.S. Siliguri, Dist. Darjeeling

Boysine per &
Manoranjana Roy.

A n d

1. Sri.Nepal Nandi, 2. Sri.Gyanendra Chandra Nandi, and ,
3. Sri.Ananda Chandra Nandi, all sons of late Bhakti Bhusha
Nandi,Hindu by faith,cultivator by occupation,resident of
Mandlaguri,P.S.Siliguri,Dist.Darjeeling-hereinafter calle
the "V E N D O R S" (which expression shall mean and
include unless excluded by or repugnant to the context
their heirs,executors,representatives,administrators and
assigns) of the Other Part.

(contd.. to 3)



Whereas the vendors are the absolute owners sixteen annas share and in actual khas and physic possession of all that piece or parcel of land bearing 0.43 forty three acre, by virtue of a Deed of Sale executed by Sri Kishori Mohan Mazunder, son of late Ashutosh Mazunder, of Mahananda Para, P.O. & P Silliguri, on 14.5.1979 and registered in Sub-regis office, Silliguri, Being Document No. 3080 for the year 1979.

(contd. to 4)

20 RS.



Page - 4

Whereas the name of the vendors have been duly mutated by the J.L.R.O., Siliguri with respect to the said land vide his office Mutation Case No. 853(II) 79-80, and the vendors are paying land revenue etc. for the said land to the superior landlord-Govt. of West Bengal regularly.

And

Whereas the vendors have permanent heritable and transferrable right, title and interest on the entire aforesaid land and the said entire land is free from all encumbrances, charges, mortgage, lien and requisition or acquisition proceedings. The said land is a Retained Land under the Provisions of the West Bengal Estates Acquisition Act, 1953 and the West Bengal Land Reforms Act, 1955 as amended upto date.

(contd...to 5)

A n d

Whereas the vendors being in need of fund for acquiring other type of properties, have offered for sale the land measuring four kattas, out of the vendors aforesaid land measuring 0.43 forty three acre, and the purchasers have agreed to purchase of the said land measuring four kattas as fully described in the schedule below (hereinafter the said four kattas of land which the purchasers have agreed to purchase is referred to as "BELOW SCHEDULE LAND" for sake of brevity) at or for the price of Rs.21500/00(Rs.twenty one thousand five hundred) only free from all encumbrances whatsoever, and whereas the vendors considering the said price as fair, reasonable and highest have finally and firmly agreed to sell the said below scheduled land, to the purchasers, at or for the price of Rs.21500/00(Rs.twenty one thousand five hundred) only free from all encumbrances whatsoever.

NOW THIS INDENTURE OF SALE WITNESSETH that in pursuance of the aforesaid offer, acceptance and in consideration of the sum of Rs.21500/00(Rs.twenty one thousand five hundred) only paid by the purchasers this day to the vendors in cash(the receipt whereof the vendors doth hereby acknowledge as having fully received and the vendors also grants full discharge to the purchasers from the payment thereof)-the vendors doth hereby convey, assign, sell and transfer the said below scheduled land together with all right, title, interest, easements, liberties, fences, appurtenances and appendages whichever anyway belonging to or reputed to belong with the said land and makes over possession thereof unto and in favour of the purchasers TO HAVE AND TO HOLD the same as an absolute

or any other person or persons claiming under their subject to the payment of land revenue and other taxes to the Superior landlord now the Govt. of West Bengal or to such other authority infuture as law provides from time to time.

The vendors declares that the interest which the professes to transfer hereby subsists as on the date of these presence, and that the vendors have not previously sold transferred, mortgaged, encumbered, contracted for sale or otherwise the said below scheduled land hereby transferred, expressed or intended so to be to any other person or party, and that the said land hereby transferred suffers from no defect of title, and that the recitals made hereinabove are all true, and in the event of any contrary is detected or proved, the vendors shall be liable to be dealt with according to law and shall also be liable to make good the loss or injury which the purchasers may suffer or sustain resulting therefrom.

The vendors further covenants with the purchasers that if for any defect of title of the said below scheduled land or for any act done or suffered to be done by the vendors, the purchasers are deprived of ownership or of possession of the said below scheduled land or any part thereof infuture, then the vendors shall forthwith return to the purchaser the full or proportionate part of the consideration money as the case may be, together with an interest at the rate of 5.18/- (Rs. eighteen) percent per annum from the date of such deprivation of ownership or of possession, and the vendors shall further be liable to pay adequate compensation to the purchasers for any other loss or injury which the purchasers may suffer or sustain in consequence thereof.

SCHEDULED OF THE LAND HEREBY SOLD :
(above referred to)

All that piece or parcel of raiyoti homestead land measuring 4 four kattas or 0.062(zero point zero six two) is included in an forming part of Plot/Dag No.88(eighty eight recorded in Khatian No.62/1(sixty two by one), Sheet No of Mouza Mandlaguri, J.L.No.107, within the Jurisdiction Police Station, Sub-division and Sub-registry Office -- Siliguri, Paragana Patherghata, Touzi No.91, Dist. Darjeel the said land is butted and bounded as follows :-
By the East : Land of Chandra Deo Prasad Jadav & other
By the West : Land of Smt. Girza Debi.
By the North : Land of Ganesh Singha .
By the South: 10 ten feet width Road & land of Kishor Mazumder.

Proportionately yearly rent is Rs.0.50 paisa is pay to the Govt. of West Bengal.

The lands sold by this Deed is shown and delineated by RED Boundary line in the Map/Plan enclosed herewith forming part of these presents.

IN WITNESS WHEREOF, the vendors in good health and conscious mind, sets and subscribes their hand on this Deed on the day, month and year first above written.

.....

Witnesses :

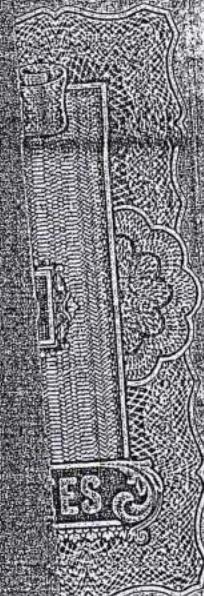
Subroto Ray
Paras Ray
Sury Ray
27/7/1913

Santi Kumar Ray
Kroshna Ray

Typed, read over and explained by me,

Manik Ray
Typist: Siliguri.

1000RS



TYANCE

th day of

Smt. Girza Debi, wife of Sri. Shaw Jee Prasad, Hindu

by faith, household affairs by occupation, resident
of Chakbazar, Darjeeling, P.S. Darjeeling, District -
Darjeeling hereinafter called the " PURCHASER "

(which expression shall mean and include unless
excluded by or repugnant to the context her heirs,
executors, representatives, administrators and
assigns) of the One Part.

My homestead land
four kattas or 0.062
acres

Price 21,500/- Only

P. S. Siliguri