

182

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176

1000Rs.



Stamp under section 3 of
Act No. 3 of 1938, Act 1938.
Stamp stamped under the
Stamp Stamped Act, 1898 (Act
No. 1 of 1908) Amendment Act, 1938
Stamp No. 4.50

District Sub-Registrar
Jalpaiguri

C O N V E Y A N C E .

Conveyance : This Indenture made this the 29th day of

Area : .0345: November, One thousand

Nine hundred

Consideration : and

P.S. Rajgani : Eighty four

B E T W E E N

No. 4017 Date 29/11/85
Sold to bank. Pol. Agenciate. Sin. Agenciate.

Rs. 19.56/-
Issued to him,

432/11/85
Stamp Assist.
Siliguri Treas.

12-35
for Registration at 10th day of 1900 1985
of the District Sub-Registry office, Jalpaiguri.
Khargu Prasad Sourma.



Khargu Prasad Sourma

10.1.185
District Sub-Registry
Jalpaiguri

Caution

1. Khargu Prasad Sourma.

2. Pithua Prasad Sourma.
Banamahalid Sourma.

Siliguri
Do

Do
Do

as constituted attorney for
Banamahalid Sourma and
advised by him.

Declarations

Bachhabas Kuthary.

Do. Do. Prasad Kuthary.

Do. Do. Siliguri.

Do. Do. Do.

Do. Do. Do. Do. Do.

Do. Do. Do. Do. Do.

10.1.185
District Sub-Registry
Jalpaiguri

20.1.19

Prasad Sharma.

Khargu Prasad Sourma

750Rs.



2.

B E T W E E N

Sri JAINTI PARSHAD AGARWAL, son of late Ramji Lal Agarwal,
Hindu by religion, businessman by occupation, resident of
Secoke Road Siliguri, Police Station, Sub Registry Office
and Sub Division Siliguri, Dist. Darjeeling - hereinafter

4017

27/11/84

Sold to Janki Pr. Agasthale. with 1/2

T. Stamps Ware

Rs 1956/-
Issued to him

27/11/84
Stamp Asst.
District Treasurer



216/1185
District Sub-Registrar
Jalpaiguri



3.

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.

A M D ...

No. 4017

Date 25/11/21

Sold by Public Sale Agavala S. S. S. S.

Rs. 1356/-

Issued to him,

25/11/21

Stamp Asst.

Siliguri Treasury



10/11/21
District Sub-Registrar
Jalpaiguri



4.

A N D

Sri Banamali Das Sharma, son of late Premdas Sharma, Hindu by religion, business etc. by occupation, resident of Sevoke Road Siliguri, Dist. Darjeeling, represented by his constituted attorneys 1. Sri Kharga Prasad Sharma, 2. Sri Purna Prasad Sharma, both sons of Sri Banamali Das Sharma, Hindu by religion, business by

No. 4017

Date 27/11/85

Sold to Janki Lal

Agarwal Singh

Stamps W 200

Rs. 1956/-
Issued to him,

27/11/85

Stamp

Singuri Treasury



2 10/11/85
District Sub-Registrar,
Jalpaiguri



5.

occupation, residents of Sevoke Road Siliguri, Police Station Siliguri, Dist. Darjeeling - hereinafter called the VENDOR (vide G. P. No. 125 for the year 1984, registered at Siliguri S. R. Office on 5. 7. 84) (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 ...

No. 4017 Date 27/11/85

Sold to private Sale

Stamps W 200

Rs 1956/-
issued to him

27/11/85
Stamp Asst.
Subreg. Treasury



27/11/85
District Sub-Registrar
Jalgaon

WHEREAS the Vendor and his brother Ambardas Sharma, both sons of late Prasad Das Sharma of Sevoke Road, had acquired raiyati land before promulgation of the West Bengal Estates Acquisition Act, 1953 and their names had been recorded in the Revisional Settlement Khattian under the provisions of West Bengal Estates Acquisition Act, 1953, situated within Pargana Baikunthapur, Mouza Dabheram, P. S. Rajganj, S. R. Office and Dist. Jalpaiguri, J. L. No. 2, -- Touzi No. 3, in Khattian No. 448, and the share of property had also been recorded in the said Khattian in their names as 4 four annas 5 five gondas 0 share out of the total land measuring 5.96 acre of land at an annual rental of Rs. 5/- (Rupees Five) only, and had jointly possessed the said share of land peacefully having permanent heritable and transferrable interest therein and the said share of land and hereditaments were in khas actual and -- physical possession of them.

A N D

WHEREAS the Vendor and his brother Ambardas Sharma sold a portion of land from their joint share of land and both of them became joint owners of the remaining land i. e. the Vendor became half share holder and the remaining half of Ambardas Sharma had relinquished by him in favour of the Vendor by virtue of a registered deed of Release and thus the Vendor became sole absolute and exclusive owner-in-possession of the remaining land stands in the said Khattian though it is now shown in the joint names and as such the Vendor has got right title interest having permanent heritable and transferrable interest therein and the said land and houses standing thereon are in khas, actual and physical possession of the Vendor at the date of these presents.

A N D

WHEREAS the Vendor being in need of money for purchasing more profitable property elsewhere has offered for sale 10 ten kattas of land out of his said property of the Vendor .

WHEREAS the Vendor and his brother Ambardas Sharma, both sons of late Prem Das Sharma of Sevoke Road, had acquired raiyati land before promulgation of West Bengal Estates Acquisition Act, 1953 and their names had been recorded in the Revisional Settlement Khattian under the provisions of West Bengal -- Estates Acquisition Act, 1953, situated within Pargana Balkunthapur, Mouza Dabberam, P. S. Rajganj, S. R. Office and Dist. Jalpaiguri, J. L. No. 2, -- Touzi No. 3, in Khattian No. 448, and the share of property had also been recorded in the said Khattian in their names as 4 four annas 5 five gondas o share out of the total land measuring 5.96 acre of land at an annual rental of Rs. 5/- (Rupees Five) only, and had jointly possessed the said share of land peacefully having permanent heritable and transferrable interest therein and the said share of land and hereditaments were in khas actual and -- physical possession of them.

A N D

WHEREAS the Vendor and his brother Ambardas Sharma sold a portion of land from their joint share of land and both of them become joint owners of the remaining land i. e. the Vendor become half share holder and the remaining half of Ambardas Sharma had relinquished by him in favour of the Vendor by virtue of a registered deed of Release and thus the Vendor become sole absolute and exclusive owner-in-possession of the remaining land stands in the said Khattian though it is now shown in the joint names and as such the Vendor has got right title interest having permanent heritable and transferrable interest therein and the said land and houses standing thereon are in khas, actual and physical possession of the Vendor at the date of these presents.

A N D

WHEREAS the Vendor being in need of money for purchasing more profitable property elsewhere has offered for sale 10 ten kattas of land out of his said property of the Vendor .

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Jaipur



A N D

WHEREAS the Purchaser being in need of land for his residential and business purpose has accepted the said offer of the Vendor and has offered and agreed to purchase 2 two kuttas 1 one chatak 15 fifteen sq. ft. of land out of the aforesaid land of the Vendor fully described in the schedule below and delineated in the plan marked C and shown by red border annexed herewith and forming part of these presents for Rs. 25,000/- (Rupees Twenty five thousand only, free from all encumbrances whatsoever.

A N D

WHEREAS the Vendor has accepted the price so offered by the Purchaser as fair and reasonable price in view of the prevailing highest market rate of land and has agreed to sell the said land fully described in the schedule below out of the aforesaid land of the Vendor for Rs. 25,000/- (Rupees Twenty five thousand) only, free from all encumbrances whatsoever unto the Purchaser and the said land is transferred in the manner as appearing hereinafter which land is delineated in the plan marked C and shown by red border annexed herewith and forming part of these presents.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid offer and acceptance and also in consideration of Rs. 25,000/- (Rupees Twenty five thousand) only, paid in cash by the Purchaser to the Vendor in presence of the undersigned witnesses (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 fully described in the schedule below and delineated in the plan marked C and shown by red border annexed herewith and forming part of these presents and make over khas possession thereof to the Purchaser together with all rights, liberties, privileges, easements, appendices, appurtenances thereto, absolute estate, rights, titles and interest unto and upon the land hereby transferred free from all encumbrances whatsoever or expressed or intended so to be TO HAVE and TO HOLD the same subject to the payment of rent and taxes etc. payable to the landlord the State of West Bengal.



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District Sub-Registrar,
Jalpaiguri

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 and good power to transfer the said 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 covenanted that the land described in the schedule below is held by the Vendor has not been surrendered and forfeited or has not become void or voidable and the interest which the Vendor does or professes to transfer subsists and the Purchaser shall and may be all times hereafter peacefully and quietly possess and enjoy the said land hereby transferred or expressed or intended so to be without any lawful eviction, claim or demand.

IT is further covenanted that there exists no charge, mortgage, attachment or any other encumbrances whatsoever on the land hereby transferred or expressed or intended so to be or any part thereof at the date of these presents and in the event of discovery of any such charge, mortgage, attachment or any encumbrances whatsoever 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 compensate the Purchaser for any loss or injury that the Purchaser shall have to sustain in consequence thereof.

THE Vendor further covenanted that all rent, taxes and any 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.



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District Sub-Registrar
Jaipur

THE Vendor further declares that the entire property forming subject matter of the present conveyance is and was in khas, actual and physical possession of the Vendor at the date of these presents. If for any defect to title or for any act done or suffered to be done by these presents the Purchaser is deprived or possession or of enjoyment of the land hereby transferred or expressed or intended so to be by these presents or any part thereof 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 the then prevailing highest market rate of interest per cent per month from the date of such deprivation or dispossession and shall also be liable for adequate compensation for the loss or injury attending thereto to be sustained by the Purchaser in consequence thereof.

IT is hereby further declared by the Vendor that the Vendor has not entered into any binding contract with any other person or persons whatsoever to sell or to transfer otherwise the land conveyed by these presents or expressed or intended so to be or any part thereof and that there subsists no charge, mortgage, attachment, encumbrance, 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 any circumstances as aforesaid the Vendor shall be liable to prosecution for false and fraudulent recitals made herein and shall also be liable to compensate adequately to the Purchaser in consequence thereof.

SCHEDULE.

All that piece or parcel of raiyati homestead land measuring 2 two kuttas 1 one chatak 15 fifteen sq. ft. or .0345 acre of land at an annual rental of Rs. 0=03 (Paisa Three) only, appertaining to and forming part of 5.96 acre land at an annual rental of Rs. 5/- (Rupees Five) only, the proportionate rent for the demised plot of land is payable to the landlord the State of West Bengal, represented by the J. L. R. O., Rajganj, situated within Pargana Baikunthapur, Mouza Dabgram, P. S. Rajganj, S. R. Office & Dist. Jalpaiguri J. L. No. 2 two; Touzi No. 3 three; Khatian No. 448 four hundred forty eight



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Sheet No. 8 eight; included in part of C. S. Plot No. 396 three hundred ninety six measuring 1.60 one acre sixty decimal of land out of that .0345 acre or 2 kattas 1 chatak 15 sq. ft. of ralyati homestead land is sold and delineated in the plan marked C and shown by red border annexed herewith and forming part of these presents and the demised plot of land is bounded as follows :

NORTH : 15' ft. wide Private Road;
 SOUTH : Land of Vendor sold to Sri Rajendra Kumar Agarwal;
 EAST : P. W. D. Road (Sevoke Road);
 WEST : Land of Vendor sold to Sri Mohendra Kumar Agarwal.

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

WITNESSES :

Rajendra Kumar
 8/20/21/3 m 16/17

Pravara
 8/21/21/3 m 16/17
Pravara
 8/21/21/3 m 16/17

Pravara
Pravara

The contents of this document have gone through and understood personally by the

ATTORNEYS.

Pravara
Pravara

APPROVED BY
 8/21/21/3 m 16/17

The document is prepared,

drafted and typed by me :

Pravara

having Licence No. 1 of 1984,
 Dist. Registrar, Darjeeling.

3/4/85 -
District Sub-Registrar
Jalpaiguri



2-16.1.85
District Sub-Registrar
Jalpaiguri



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