

2695-  
I 3594 1000Rs.



RECEIVED  
10/11/84  
23  
4.50

A 132.50

C O M V E Y A N C E.  
=====

Conveyance :

This Indenture made this the 27th day of November, 1984.

Area : .048:  
acre.

B E T W E E N

Consideration :  
Rs. 15,000/-

Srimati Santosh Devi Agarwal, wife of Sri Kamallesh Kumar

P.S. Rajamaj :

Agarwal, Hindu by religion, House-wife by occupation, resi-

-dent of Sevoke Road Siliguri, Police Station, Sub Registry

Office Siliguri, Dist. Darjeeling - hereinafter called the

PURCHASER (which expression shall mean and include unless

excluded by or repugnant to the context her heirs, executors

administrators, successors, representatives and assigns)

of the ONE PART.

A N D...



A N D

Sri Banamali Das Sharma, s/o late Premdas Sharma, Hindu by religion, business etc. by occupation, resident of Sevoke Road Siliguri, Dist. Darjeeling, represented by his constituted attorneys <sup>1.</sup> Sri Kharga Prasad -- Sharma, 2. Sri Purna Prasad Sharma, both sons of Sri Banamali Das Sharma, Hindu by religion, businessmen by occupation, resident of Sevoke Road Siliguri, P. S., S. R. Office Siliguri, Dist. Darjeeling - Hereinafter 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 and his brother Ambardas Sharma, both sons of late Premdas 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 Baikunthapur Mouza Dabgram, P. S. Rajganj, S. R. Office and Dist. Jalpaiguri, J.L.No. Touzi No. 3, in Khattian No. 448, and their names as 4 four annas 5 five gondas of 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 transferable 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 sold 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 and interest having permanent heritable



Office of the Surgeon General  
Department of Health, Education and Welfare  
Washington, D.C.

28-11-82



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.

A N D

WHEREAS the Purchaser being in need of land for her residential and business purpose has accepted the said offer of the Vendor and has offered and agreed to Purchase 2 two kattas 14 fourteen chataks 30 thirty sq. ft. of land out of the aforesaid land of the Vendor fully described in the schedule below and delineated in the plan marked "A" and shown by red border annexed herewith and forming part of these presents for Rs. 15,000/- (Rupees Fifteen 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 marked 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. 15,000/- (Rupees Fifteen 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 "A" 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. 15,000/- (Rupees Fifteen thousand) only, paid in cash by the Purchaser to the Vendor in presence of the



Under the Joint Special Representative  
U.S. State Dept.

John H. ...

Handwritten signature or mark, possibly a stylized 'J' or 'H', with a long horizontal line extending to the left.

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 "A" 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, appurtenances thereto, absolute estate, rights, titles, and interest unto and upon the land hereby transferred free from all encumbrance 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.

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 and lawful eviction, alarm 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



Order Joint Board-Prisoners of War  
Subject: [illegible]

22-11-82

*[Handwritten signature/initials]*

present 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.

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 of 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 interest with the then prevailing highest market rate of interest 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, encumbrances, 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.



Under Secret. Sub. Ref. [illegible]  
[illegible]

Handwritten signature in dark ink, appearing to be "J. Edgar Hoover".

A long, thin, curved line drawn in dark ink, starting from the bottom left and ending near the top right, possibly a checkmark or a stylized flourish.

the Vendor shall be liable to prosecution for false and fraudulent recitation made herein and shall also be liable to compensate adequately to the -- Purchaser in consequence thereof.

S C H E D U L E.

All that piece or parcel of raiyati homestead land measuring 2 two Kattas 14 fourteen chataks 30 thirty sq. ft. or .048 acre of land at an annual rental of Rs. 0=04 (Paisa Four) only, appertaining to and forming part of 5.96 acre of 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 and Dist. Jalpaiguri, J. L. No. 2 two; Touzi No. 3 three; Khatian No. 448 four hundred forty eight; 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 .048 acre or 2 two kattas 14fourteen chataks 30 thirty sq. ft. of raiyati homestead land is sold and delineated in the plan marked "A" 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. Private Road;

SOUTH : Siliguri Auto Works;

EAST : Land of Vendor sold today to Sri Mahendra Kr. Agarwal;

WEST : Land & house of B. D, Sharma.

IN WITNESS WHEREOF the Vendor through his constituted Attorneys (vide G. P. No. 125 for the year 1984, registered at Siliguri S. R. Office on 5. 7. 84, does here unto set his hand on the day, month and year first above written.



Under Joint Res. September 11, 1882



## WITNESSES :

Atit 20 an 1/1

Atit 20 an 1/1

Atit 20 an 1/1

Atit 20 an 1/1

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

ATTORNEYS.

Banamal Das Sharma,

Attorney

Baru Puri, Sharn.

ATTORNEYS.

Khanga Barua. Sharma

The document is prepared, drafted and typed by me:

Shanendra Nath Sharma.

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

13. 3. 85.

Independent

8



Order Joint Sec. Rajiv  
Independent

20-11-82



3594  
261  
176

274  
17  
84

2

2-00,