

2064

2891

100 Rs.



TR 1(127)
 0
 3/2/18

Stampable under Sec 27
 of Act 1927
 does not require stamp duty
 under the Indian Stamp Act
 1899. Schedule I No. 1
 of Schedule I A No. 23
 Fee Paid - 2/4/-
 2/-
 4/-

DELIVERED
 10-01-18

amiraj singh
 Signed by Amiraj Singh
 in Hindi language

Amiraj Singh
 29.10.57

CONVEYANCE.

Conveyance : This Indenture made this day the 29th
 Pargana Balkunthapur : day of October One thousand
 Mouza (Taluk) Dao, ram :
 P. S. Siliguri :
 Dist. Darjeeling :
 Jote Gajal Singh :
 Consideration : Nine hundred and
 (a) Schedule : Rs. 2,800/-
 (b) Schedule : Rs. 8,000/-
 Rs. 10,800/-

n i n e
 B E T W E E N

Copy

Sold to Sri Biswanath Agarwala

Pleader/ Siliguri Court Fee Non Judicial

Mooktear

Stamp Valued Rs. 165 = 00

Rupees One Hundred and Sixty five only

as per details below.

100 =

60 =

5 =

165 =

Siliguri Sub-Treasury

Date

26.10.89



Presented for registration at

on the 29th day of October 1989

at the Siliguri Sub-Registry Office

(Darjeeling) by Biswanath Agarwala

applicant / claimant / or attorney

amr n g 1552222

12-45 P.M.

Asst Reg

Sub-Registry

SILIGURI

29.10.89

Execution admitted by
Biswanath Agarwala
Latit Ranjital Agarwala
Siliguri Hill Cart Road

at the Siliguri / Phansidewa / Kharibari
District Darjeeling
by Chaitanya
of Phansidewa Hudc
Assam

4.5m 30m

Attested by
Prakash Chandra Mukherjee
Lt. Pravin Chandra Kerkhori
Siliguri Mahasandap

at the Siliguri / Phansidewa / Kharibari
District Darjeeling
by Chaitanya
of Phansidewa Hudc
Assam

Prakash Chandra Mukherjee

Asst Registrar
SILIGURI

29.10.89



60RS.



2.

Sri Narayan Prosad Kanoria

B E T W E E N

Sri Narayan Prosad Kanoria son of late Gajanand Kanoria
 Hindu by caste, Businessman by profession, residing at -
 Siliguri, Police Station, Sub Registry Office & Sub --
 Division Siliguri, District Darjeeling hereinafter called
 the Purchaser (which expression shall mean and include
 unless excluded by or repugnant to the context his heirs,
 executors administrators, representatives and assigns) of
 One Part

AND

Copy

Biswanath agamala.

Sold to Sri...

Pleader/ ~~Siliguri Court Fee Non Judicial~~

Mooktear

Stamp Valued Rs. 165 = 00

Rupees One Hundred and sixty five

as per details below.

100
60
5
<hr/>
165 =

Recd
 Siliguri Sub-Treasury. S.A.
 Date 26.X.89



Ray
 29-10-89



3.

Carry over

A N D

Sri Biswanath Agarwala son of late Ramji Lall Agarwala, Hindu by caste, Businessman by profession, residing at Siliguri, Police Station, Sub Registry Office & Sub -- Division Siliguri, District Darjeeling hereinafter called the Vendor (which expression shall mean and include unless excluded by or repugnant to the context his heirs executors, administrators, representatives and assigns) of the Other Pa rt.

WHEREAS

~~Copy~~

Biswanath agamalla

Sold to Jri.....
Pleader/ Mooktear Siliguri Court Fee Non Judicial
Stamp Valued Rs.....
Rupees.....
as per details below.

165 = 00

One Hundred and Sixty five only

100
60
5

165 =

Leop
Siliguri Sub-Treasury
Date 26.10.59
S.A.



Leop

29.10.59

Ambar Sing

WHEREAS the Vendor by virtue of a deed of Sale has acquired from Ambar Sing Gurung of Siliguri, 8½ eight and half kattas of homestead land on an annual rental of Rs.12/12/- (Rupees Twelve and annas twelve) situate within Pargana Baikunthapur Mouza (Taluk) Dabgram, Police Station, Sub Registry Office & Sub Division Siliguri District Darjeeling within the limits of Siliguri Municipality in Ward No.V and the Sale deed was registered at Siliguri Sub Registry Office on 13.3.1959 registered in Book No.1 Volume 12, Pages 59 to 64, Being No. 644 - for the year 1959, which land had been acquired by the Ambar Sing Gurung from Ujanu Sing of Siliguri by virtue of a deed of lease of 1 one bigha of homestead land at an annual rental of Rs. 30/- (Rupees Thirty only) from the above Ujanu Sing and the deed of lease was registered on 2nd day of July, 1949, registered at Siliguri Sub Registry Office in Book No. 1 Volume 13, Pages 196 to 199, Being No.1321 for the year 1949 having permanent heritable and transferrable rights therein and as -- such the Vendor has got absolute right title and interest therein detailed description whereof is given in the schedule (A) below and delineated in the plan annexed herewith marking (A)

A N D

WHEREAS the Vendor by virtue of a deed of Sale has acquired from Bhairab Prosad Acharjya and Bal Kumari Chetri 1 one bigha of homestead land at an annual rental of Rs.31/14/- (Rupees - Thirty One & annas fourteen only) situate in the same Jote Gajal Sing mentioned above and the same was registered on 18.9.1959 at the Siliguri Sub Registry Office in Book No.1 Volume 33, Pages 124 to 129, Being No.2717 for the year 1959 which land had been acquired by the said Bhairab Prosad Acharjya and Bal Kumari --



Arday

29.10.57

Investment

Chetri from Rati Kanta Sing and Baku Sing by virtue of a deed of lease registered on 24th day of January, 1949 at Siliguri Sub Registry Office in Book No.1, Volume 4, Pages 231 to 234 Being No. 132 for the year 1949 having permanent heritable -- and transferrable rights therein and since the date of such settlement and by virtue of Sale deed as aforesaid the Vendor has also obtained the land having permanent heritable and transferrable rights therein and is in peaceful and uninterrupted - possession of the land - detailed description whereof is given in the schedule (B) below and delineated in the plan annexed - herewith marking (B).

A N D

WHEREAS the Vendor being in need of money wants to transfer the lands described in the schedule (A) and (B) below

A N D

WHEREAS the Purchaser for the convenience of his business and for his homestead purpose has approached the Vendor for the Sale of the said lands to him and the Vendor has agreed to sell all that piece or parcel of lands measuring 8½ eight and half kattas described in schedule (A) below and 1 one bigha described in the schedule (B) below and delineated in the plans annexed herewith marking (A) & (B).

A N D

WHEREAS the Purchaser has agreed to purchase the lands described in the schedule (A) and (B) below from the Vendor free from all encumbrances for Rs. 2,800/- (Rupees Two thousand and eight hundred) for the land described in the schedule (A) below and for Rs. 8,000/- (Rupees Eight thousand) for the land described in the schedule (B) below and the Vendor has also agreed to sell the --

the said lands to the Purchaser in the manner hereinafter appearing for Rs.10,800/- (Rupees Ten thousand and eight hundred only).

NOW this Indenture Witnesseth that in pursuance of the aforesaid agreement and also in consideration of Rs.10,800/- (Rupees Ten thousand and eight hundred only) paid this day by the Purchaser to the Vendor (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 lands described in the schedule (A) and (B) below and delineated in the plans annexed herewith marking (A) and (B) and make over possession thereof to the Purchaser together with all rights, liberties, privileges, easements, appendicies and appurtenances belonging to or in any way appertaining to the said lands an absolute estate, right or interest into and upon the lands hereby demised expressed or intended so to be TO HAVE and TO HOLD the same subject to the payment of rent now payable to the superior Landlord the Government 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 to transfer the said lands 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 covenated that the lease under which the lands described in the schedules below are held have not been surrendered or forfeited and that there exists no charge, mortgage, attachment or any other encumbrance on the property hereby transferred or expressed or intended so to be

S. V. S. S. S.

be or any part thereof at the date of these presents and in the event of discovery of any such charge, mortgage, attachment or encumbrance whatsoever the Vendor shall be liable to be dealt -- with according to law 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 covenants that all rent and other public - charges payable for the property 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 by the Vendor in relation to the said lands have been observed and performed and in case 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 the subject matter of the present conveyance was in khas and actual possession of the Vendor at the date of these presents. If for any defect in title or for any act done or suffered to be done by -- the Vendor in any way with respect to the property 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 at the rate of 6/- per cent per month from the date of such deprivation or dispossession and shall also be liable for adequate compensation for any loss or injury attending thereto to be sustained by the Purchaser.

It is hereby further declared by the Vendor that the Vendor has not entered into any binding contract with any other person whatsoever to sell or to transfer otherwise the property conveyed by

SCHEDULE (A)

by these presents or expressed or intended so to be or any part thereof and that there subsists no such contract at the date of these presents and in the event of discovery of any such contract of sale or transfer existing with respect to the aforesaid property or any part thereof at the date of execution of these presents or if any of the recitals made herein are proved to be false the Vendor shall be liable for false recitals made herein and shall also be liable to compensate adequately the Purchaser for the loss or injury sustained by him in consequence thereof.

SCHEDULE (A).

All that piece or parcel of land measuring 8½ eight and half kattas of homestead land appertaining to and forming part of the aforesaid 1 one bigha land and delineated in the plan annexed herewith marking (A) situate within Pargana Baikunthapur, Mouza (Taluk) Dabgram, P.S & S.R. Office and Sub Division Siliguri, District Darjeeling in Gajal Singh Jote within the limits of Siliguri Municipality in Ward No. V as shown in the plan annexed herewith and is bounded on the North : Land of K. B. Gurung; South : Land of Asla Gurung ; East : Land of N. B. Gurung and West : Municipal Road and proportionate rent of Rs.12/12/- (Rupees Twelve and annas twelve) only) now payable to the Government of West Bengal.

SCHEDULE (B).

All that piece or parcel of land measuring 1 one bigha of homestead land delineated in the plan annexed herewith marking (B) situate within Pargana Baikunthapur, Mouza (Taluk) Dabgram, -- P.S., S.R. Office and Sub Division Siliguri Dist. Darjeeling in Gajal Sing Jote within the limits of Siliguri Municipality

Miserable Situation

in Ward No.V as shown in the plan annexed herewith and is bounded on the North : Road towards Gitalbari; South : Land of Ujanu Singh; East House of Rati Kanta Sing; West : Land of Bharat -- Sing and proportionate rent of Rs.31/14/- (Rupees Thirty One & annas fourteen only) now payable to the Government of West --- Bengal. Khatian No. and Plot No. cannot be given as the Mouza is not yet finally published by the present survey settlement.

Name & address of landlord : The Land Reforms Officer, Siliguri Dt. Darjeeling, on behalf of the Government of West Bengal.

In Witness whereof the Vendor does hereunto set his hand on the day, month and year first above written.

Witnesses :

Narendra Nath Sarker
of Siliguri

Prorash Chandra Mukherjee
of Siliguri

Amarendu Nath Ghosh.
Siliguri

১৩/১১/৫৩

Readover and explained to
the Vendor and typed by me :

Narendra Nath Sarker

Typist Siliguri.

Verification has
been allowed in
No. 1X-11-317/1906
in the office of the Registrar
at Siliguri



A. Ray
Sub-Registrar
SILIGURI

29.10.59

Handwritten notes:
A-1/-
0 2 1/-
3/-
52
144

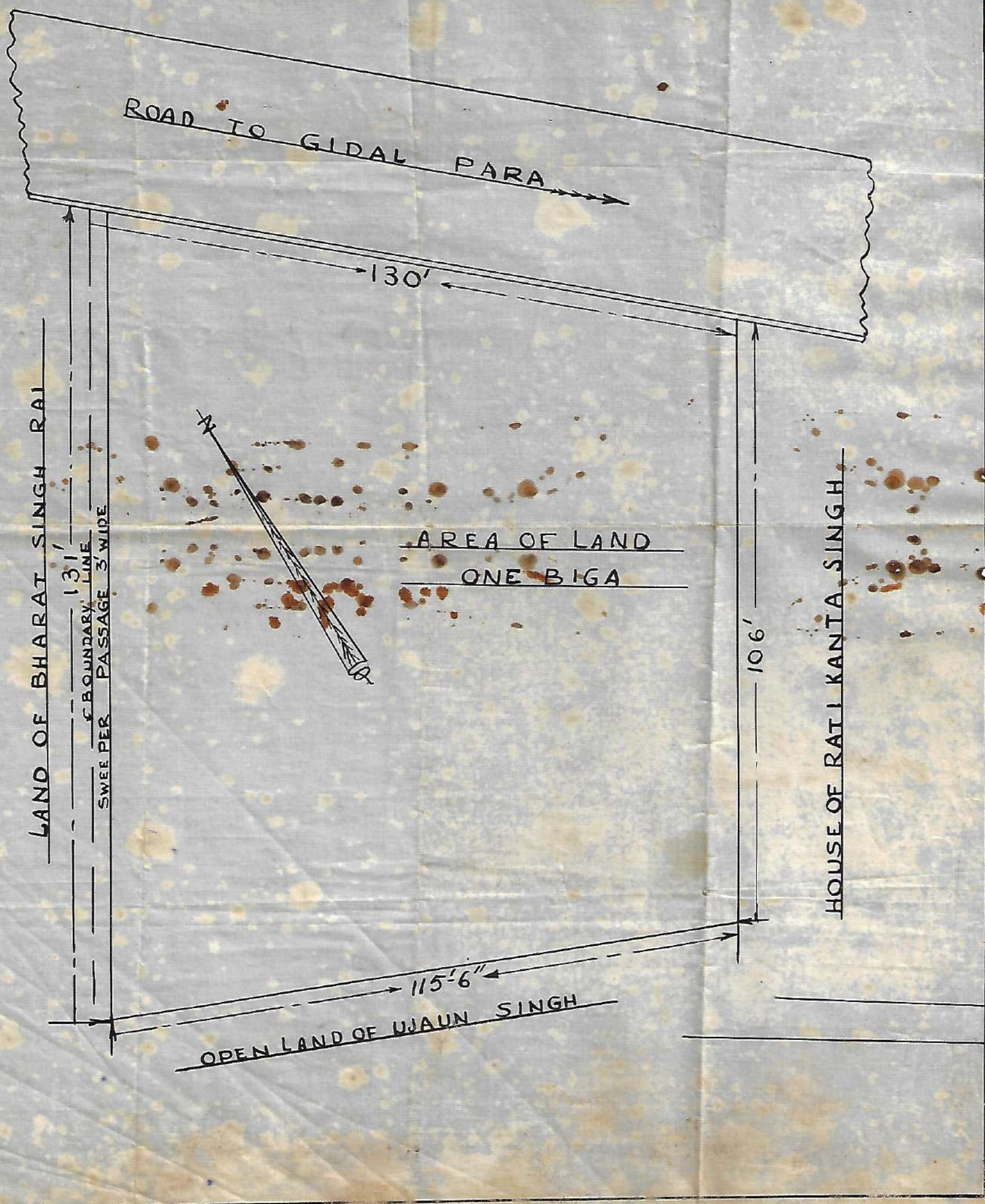
Registered in
Book No. 136
Volume No. 81
Page No. 74 to 81
Folio No. 2891/59



Signature:
S. K. Dasgupta

19.11.59

SITE PLAN SHOWING OF SRI NARAYANPRASAD KANORIA
AT ASHRAM PARA SILIGURI
SCALE 20' = 1" INCH



ROAD TO GIDAL PARA

130'

LAND OF BHARAT SINGH RAI

131'
BOUNDARY LINE
SWEEPER PASSAGE 3' WIDE

AREA OF LAND
ONE BIGA

HOUSE OF RATI KANTA SINGH

106'

115'-6"
OPEN LAND OF WAJUN SINGH