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THIS DEED OF CONVEYANCE IS MADE ON THIS THE 67TH DAY OF OCTOBER, TWO THOUSAND TWO.

BETWEEN

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MISS. KRISHNA PAUL, Daughter of Sri Paresh Nath Paul, Hindu by religion, residing at Panchanan Sarani, Ashrampara, Siliguri, Police Station, Sub Division and Sub Registry Office Siliguri, District Darjeeling (W.B.) – hereinafter called the "PURCHASER" (which expression shall mean and include unless excluded by or repugnant to the context her heirs, successors, legal representatives, executors, administrators and assigns) of the ONE PART.

## AND

SRI PARESH NATH PAUL, Son of Late Purna Chandra Paul, Hindu by religion, business by occupation, residing at Panchanan Sarani, Ashrampara, Ward No. XIV, Siliguri, Police Station, Sub Division and Sub Registry office Siliguri, District Darjeeling (W.B.)—hereinafter called the "VENDOR" (which expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, legal representatives, executors, administrators and assigns) of the OTHER PART.

WHEREAS the Véndor is the absolute owner of a piece or parcel of land measuring about 3 kathas or 0.05 acre situated within Pargana Baikunthapur, Mouza Siliguri, J.L. No. 110, Touzi No. 3(Ja), Police Station Siliguri, Sub Registry Office Siliguri, District Darjeeling and fully described in the schedule hereto by virtue of a Deed of Sale executed in his favour by the then owner Sri Joy Narayan Seresta, Son of Late Rabi Narayan Seresta of Pradhan Nagar, Siliguri and registered in the Sub Registry Office Siliguri in Book No. I, volume No. 12, pages 44 to 46 being Deed No. 583 for the year 1973 for valuable consideration.

## AND

WHEREAS the Vendor after purchase of the aforesaid land, he has mutated his name with the proper authority vide M.C.(S.T.) No. 198/73-74 and he has been regularly paying rent in his name to the State of West Bengal in respect of the aforesaid land.

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WHEREAS the Vendor had built one temporary structure (with old dilapidated tiles and Asbestos roof) containing two rooms measuring 15' -0" x 9'-6" and 10' -0" x 9'-0" having Asbestos roof and four side wooden wall and one room measuring 10' -0" x 9'-0" having split bamboo roof and wooden wall.

## AND

WHEREAS the Vendor has now agreed with the Purchaser to sell absolutely to the latter the land together with the aforesaid structure standing thereon particularly described in the schedule below mentioned at the price of Rs. 4,00,000/- (Rupees Four Lac) only and the Purchaser agreed to purchase the same at the said price free from all encumbrances, charges and demands whatsoever.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid offer, acceptance and also in consideration of the said sum of Rs. 4,00,000/-(Rupees Four Lac) only paid by the Purchaser to the Vendor (the receipt whereof the Vendor does hereby admit and acknowledge and grant full discharge from the payment thereof) the Vendor does hereby grant, convey, sell, assign and transfer unto the Purchaser the property hereby sold described in the schedule below and make over possession thereof to the Purchaser together with all right, title, interest, liberties, easements, privileges, appendices, appurtenances, whichever are belonging to or in any way appertaining to the said property or any part thereof *TO HAVE AND TO HOLD* the same absolutely by the Purchaser forever peaceably and quietly without any interference or interruption from the Vendor or any person or persons claiming under him, subject to the payment of rent etc. payable to the Superior Landlord The Govt. of West Bengal.

THE VENDOR does hereby covenant and declare for himself, his heirs, executors, administrators, representatives and assigns that the Vendor has now good right to convey the said land together with structures standing thereon hereby conveyed or expressed or intended to be conveyed to the Purchaser, her heirs, executors, administrators and assigns in the manner aforesaid.

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AND that the Purchaser shall hereafter peaceably and quietly hold, use, occupy, possess and enjoy the aforesaid land as fully mentioned in the schedule below as their own land having permanent, heritable and transferable right, title and interest therein without any hindrance, interruption, claim or demand whatsoever by or from the Vendor or any other persons or person whomsoever claiming through or under him.

THE VENDOR does hereby declare that the Vendor has not previously sold, mortgaged, transferred or contracted for sale or otherwise the said vacant land hereby sold or any part thereof suffers from no defect of title and in the event of discovery or 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 be also liable to pay adequate compensation to the Purchaser.

THE VENDOR does hereby covenant with the Purchaser that if for any defect in the title of the land hereby sold or any part thereof or for any act done or suffered to be done by the Vendor, the Purchaser is deprived of ownership or of possession thereof the land hereby sold or any part thereof in future, the Vendor shall be liable to return to the Purchaser the full or proportionate part of the said price money as the case may be together with interest from the date of such deprivation or dispossession and the Vendor shall also be liable to pay adequate compensation to the Purchaser for any other loss or injury which the Purchaser may suffer therefrom.

THE VENDOR does hereby further declare that the Vendor at the request and costs of the Purchaser, do execute or cause to be done such acts, deeds or things whatsoever if the Purchaser so required in future for peaceful enjoyment and possession of the said land hereby sold by the Vendor by these presents.

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## SCHEDULE OF THE LAND

All that piece or parcel of homestead land measuring 3(three) kathas or 0.05 (Zero point zero five) acre together with the aforesaid old structures standing on a portion thereon, situate in the town of Siliguri, within Ward NoXIV of the Siliguri Municipal Corporation bearing Municipal Holding No. 242/329/363, Mouza Siliguri, J.L. No. 110, Touzi No. 3(Ja), Pargana Baikunthapur, appertaining to Khatian No. 5658, being part of Plot No. 9786, Police Station, Sub Division and Addl. District Sub Registry Office Siliguri, District Darjeeling, butted and bounded as follows:-

North:

Land of Late Jagadish Basu,

South

Panchanan Sarani;

East

Land and house of Sri Prabir Kumar Paul and another;

West

Land of Gouri Chaki.

IN WITNESS WHEREOF the Vendor hereunto set and subscribed his hand on the day, month and year hereinbefore mentioned at Siliguri.

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(SIGNATURE OF THE VENDOR)

WITNESSES :

1. Anindram Grosmani, LIT. A.B. Gosmani Surgason Colony Past-Bhaktengan, Dist. Dalpaigani MINO-BA(S.M.C)

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Drafted, readover and explained by me and computerized in my chamber:

Swlip Bhaltachuriyee

ADVOCATE, SILIGURI

Enrolment No. 1012 /1040 / 2000