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**DEED OF CONVEYANCE** 

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THIS INDENTURE IS MADE ON THIS THE QALL DAY OF NOVEMBER, 2007.

## BETWEEN

DESCRIPTION OF LAND
LANDE: 1.97 acres.
VALUE: Rs.12,00,000,00
MOUZA: BANIAKHARI, J.L.NO,55
Plot No.Old-96, New-324, Khatian No.165, 166
P.S. - MATIGARA, DIST, DARJEELING

SRI NIRMAL GARG, Son of Yograj Garg, Hindu by religion, Business by occupation, residing at 169, Sevoke Road, Siliguri, District Darjeeling, hereinafter called the <u>PURCHASER</u> ( which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, legal representatives, administrators and assigns ) of the ONE PART. The Purchaser PAN is ADNPG 3004A.

## AND

1 SRI RAJESH ORAON, 2 SRI RAJU ORAON, both sons of Sri Sanichar Oraon, Hindu by religion, Indian by Nationality, Cultivator by occupation, residing at Banlakhari, Lichubagan, P.S. Matigara, District Darjeeling, residing at Banlakhari, Lichubagan,

WHEREAS the Vendor is the absolute owner of land measuring 2.63 acres situates within Mouza BANIAKHARI, J.L.No.55, Part of Plot No.Old-96, New-324, Khatian No.165, 166, Pargana Patharghata, under P.S. Matigara, District Darjeeling by virtue of a registered Deed of Sale being Deed No.1882, Book No.I, Volume No.26, Pages 133 to 136 registered at S.R.Office Sillguri on 24/3/1993 from Ratia Oraon of Phansidewa, having permanent, heritable and transferable right, title and interest therein.

AND WHEREAS the Vendors have got permission for selling the below schedule land measuring 1.97 acres out of aforesaid land from the concern puthority issued by the Revenue Officer, Under Chapter-II A of W.B.L.R.Act, 1955 Siliguri & Project Officer-Cum-D.W.O. Backward Classes Welfare, Siliguri on 8/11/2007 and Memo No.1528/1(2)/B.C.W.Project dated 5.11.2007 in favour of the Vendor.

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AND WHEREAS the Vendors hereof being in need of money for their developmental schemes/plans has firmly and finally decided to sell and has also offered for sale land measuring 1.97 acres disclosing the aforesaid facts and declaring the same free from all encumbrances and charges whatsoever.

AND WHEREAS the Purchaser hereof relying on the aforesald statements of the Vendors have agreed to purchase the aforesald land measuring 1.97 acres as fully described in the schedule below at or for the price of Rs.12,00,000.00 only, free from all encumbrances and charges whatsoever.

AND WHEREAS the Vendors considering the price so offered by the Purchaser as fair, reasonable and highest in the prevailing market has firmly and finally agreed to sell the said below schedule land to the Purchaser at or for the price of Rs.12,00,000.00 only, free from all encumbrances and charges whatspeyer.

NOW THIS INDENTURE OF SALE WITNESSETH that in pursuance of the aforesaid offer, acceptance and also in consideration of the said sum of Rs.12,00,000.00 paid by the Purchaser to the VendorS (out of which the sum of Rs.4,00,000.00 already paid as an advance by Cheque being Cheque No.975039 dated 24/11/2005 and remaining amount of Rs.8,00,000/- paid by Cheques being Cheque No.017145 dated 9/11/2007 of Rs.4,00,000/- in favour of Rajesh Oraon on Centurian Bank Limited, Hill Cart Road, Siliguri , Cheque No.017146 dated 9/11/2007 of Rs.4,00,000/- In the name of Raju Oraon on Centurian Bank Limited, Hill Cart Road, Sillguri) ( the receipt whereof the Vendors do hereby acknowledge and grant full discharge to the Purchaser from the payment thereof) the Vendors do hereby grant, convey, sell, assign and transfer unto the Purchaser the said land described in the schedule below and make over possession thereof together with all right, title, interest, liberties, easements, privileges appendices, appurtenances which ever is belonging to or in any way appertaining to the said land TO HAVE AND TO HOLD the same absolutely by the Purchaser for ever peaceably and quietly without any interference or interruption from the Vendors or any person or persons claiming under him, subject to the payment of rent etc. payable to the Govt. of the State of West Bengal.

The Vendors does hereby declare that the Vendors have not previously sold, mortgaged, transferred or contracted for sale or otherwise the said land hereby demised or any part thereof suffers from no defect of title and the event of discovery of any contrary is proved, the Vendors 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 pay adequate compensation to the Purchaser.

The Vendors do hereby covenant with the Purchaser that if for any defect of title of the land hereby demised or any part thereof or for any act done or suffered to be done by the Vendors, the Purchaser is deprived of ownership or of possession of the land hereby demised or any part thereof in future, the Vendors shall be liable to return to the Purchaser the full or proportionate

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part of the said price money as the case may be together with interest at the rate of Rs.2/- percent per month from the date of such deprivation or of dispossession and the Vendors shall also be liable to pay adequate compensation to the Purchaser for any other loss or injury which the Purchaser may suffer or sustain resulting therefrom.

## SCHEDULE OF THE LAND

ALL THAT PIECE OR PARCEL OF vacant land measuring 1.97 acres situates within Mouza BANIAKHARI, J.L.No.55, Part of Plot No.Old-96, New-324, New Khatian No.165 of land measuring 0.98 acres and New Khatian No.166 of land measuring 0.99 acres, Pargana Patharghata, under P.S. Matigara, District Darjeeling and the land revenue payable to the superior landlord -Govi. of West Bengal. The said land is butted and bounded as follows :

North: Land of Sukhu Oraon; South : Land of Sanichar Oraon;

East : Nala;

West : Land, of B.K.Motor;

IN WITNESS WHEREOF the Vendors in good health and conscious mind have set and subscribed their hands on these presents on the day, month and year first above written.

WITHESSES

अनिष्ठकास प्रशाद

भिताः र. रहानाम प्रमाट

Samir sutto Shauligars, Siliguri

Drafted by me,

Advocate, Sillguri



