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CONVEYANCE:

This Indenture made this day the 7th day of November, One thousand nine hundred

and sixty

BETWEEN

<u>Conveyance</u> : Consideration : <u>Rs.2000/-</u> <u>Mouza Dabgram</u> : <u>P.S. Raigani</u> : Sri Paliram Agarwala son of late Mayachand Agarwala Hindu by caste, businessman by occupation, residing at Siliguri, P.S., S.R.Office, and Sub Division Siliguri, Dist. 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 the ONE PART.

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Sri Lal Chand Gupta son of late Anantaram Gupta, Hindu by caste, businessman by occupation, residing at Silfguri P.S., S.R.Office and 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 PART.

WHEREAS the Vendor by virtue of a deed of sale has acquired from Bibi Ratiba Khatoon of Siliguri, 1 one bigha 5 -five kattas of land in Bhedla Das Jote, within Pargana Baikunthapur, Taluk (Mouza) Dabgram, P.S. Rajganj, S.R. Office, Sub Division and District Jalpaiguri under Sabek Khatian No. 669 and Hal Khatian No. 134 and the above -sale deed was registered at the Jalpaiguri District Sub Registry Office on 21. 7. 59 in Book No.1 Volume 45 Page 77 to 81 Being No.3908 for the year 1959, which land had been acquired by the said Bibi Ratiba Khatoon by inheriinheritance and the above land is forming part of all that -piece and parcel of land measuring 2.54 acres at an annual rental of Rs.10/2/- as a Chirasthyee Madhyaswatta Right as an under tenure holder at present under the Government of West -Bengal having permanent heritable and transferrable interest therein and as such the Vendor has got absolute right, title and transferrable interest therein

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WHEREAS the Vendor is now the absolute owner of the above mentioned land having permanent heritable and transferrable interest and rights therein and is in peaceful and uninterrupted possession of the said land

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WHEREAS the Vendor being in need of money wants to transfer the said land measuring 1 one bigha 5 five kattas of land or .42 forty two decimels described in the schedule below

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WHEREAS the Purchaser for the convenience of his business purpose has approached the Vendor for the sale of the said land to him and the Vendor has agreed to sell the said land measuring 1 one bigha 5 five kattas or .42 forty two decimels of land detailed description whereof is given in the schedule below

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WHEREAS the Purchaser has agreed to purchase the land described in the schedule below from the Vendor free from all encumbrance for Rs.2000/- (Rupees Two thousand) only and the Vendor has also agreed to sell the said land to the Purchaser in the manner hereinafter appearing for Rs.2000/- (Rupees Two thousand) only. NOW this Indenture Witnesseth that in pursuance of the aforesaid agreement and also in consideration of Es.2000/- (Rupees Two thousand) 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 land described in the schedule below 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 land an absolute estate, right liberties, or interest into and upon the land 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 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 to 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 lease under which the land described in the schedule below is held have not been surrendered or forfieted and that there exists no charge, mortgage, attachment or any other encumbrance on the property 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 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 land have been observed and performed and in case it transpires otherwise the Vendor shall be liable to indemnify that Purchaser for any loss resulting from any such non-payment, nonobservance 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 Rs.6/- per cent annum 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 these presents or expressed or intended so to be or any part there -of 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 :

All that piece or parcel of land measuring 1 one bigha 5 five kattas or .42 forty two decimels of land situate in Jote Bhedla Das, within Pargana Baikunthapur, Taluk (Mouza) Dabgram, P.S. -Rajganj, S.R.Office, Sub Division and District Jalpaiguri annual rental of which is Rs.1.68 (Rupee One and sixty eight nP) only now payable to the superior landlord the Collector Bahadur of Jalpaiguri on behalf of the Government of West Bengal, appertaining to and forming part of the Chirasthayee Madhyaswatta land measuring 2.54 acres at an annual rental of Rs.10/2/- (Rupees ten and annas two only under Sabek Khatian No. 669 six hundred sixty nine and Hal Khatian No.134 one hundred thirty four, sheet No. 7 seven and plot No.421 four hundred twenty one measuring 2.54 (two acres and fifty four decimels) out of which .42 forty two decimels or 1 one bigha 5 five kattas of land as purchased by the Vendor as aforesaid is sold to the Purchaser and the said land is bounded as follows :

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North : Land of Rameswardas Bansal; South : Land of Satyanarain Agarwal; East : Land of Calcutta Credit Corpn.; West : Road.

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

Witnesses :

The contents of this document is readover and explained to the executant and typed by me :

Typist, Siliguri.

Novendra Nath Sackar,

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