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District Sub-Registras Jalpaiguri 9.12.91

# DEED OF CONVEYANCE

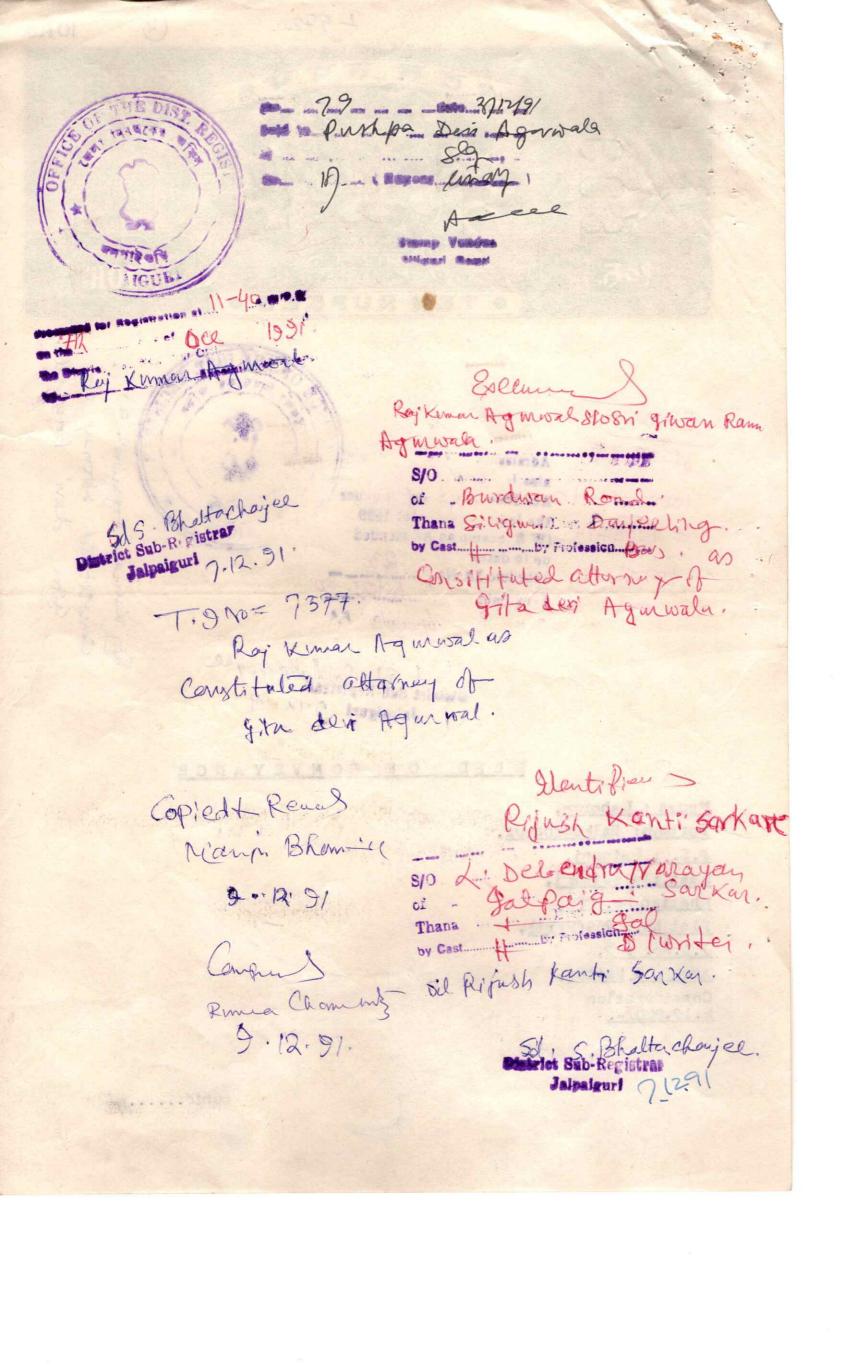
Mouza : Dabgram, Pargana: Baikunthapur, P.S. : Rajganj, Dist.: Jalpaiguri, Khatian No. 556, Plot No.: 868(Part). J.L.No. : 2. Area : 6 kattas. Consideration Rs.12.000/-.

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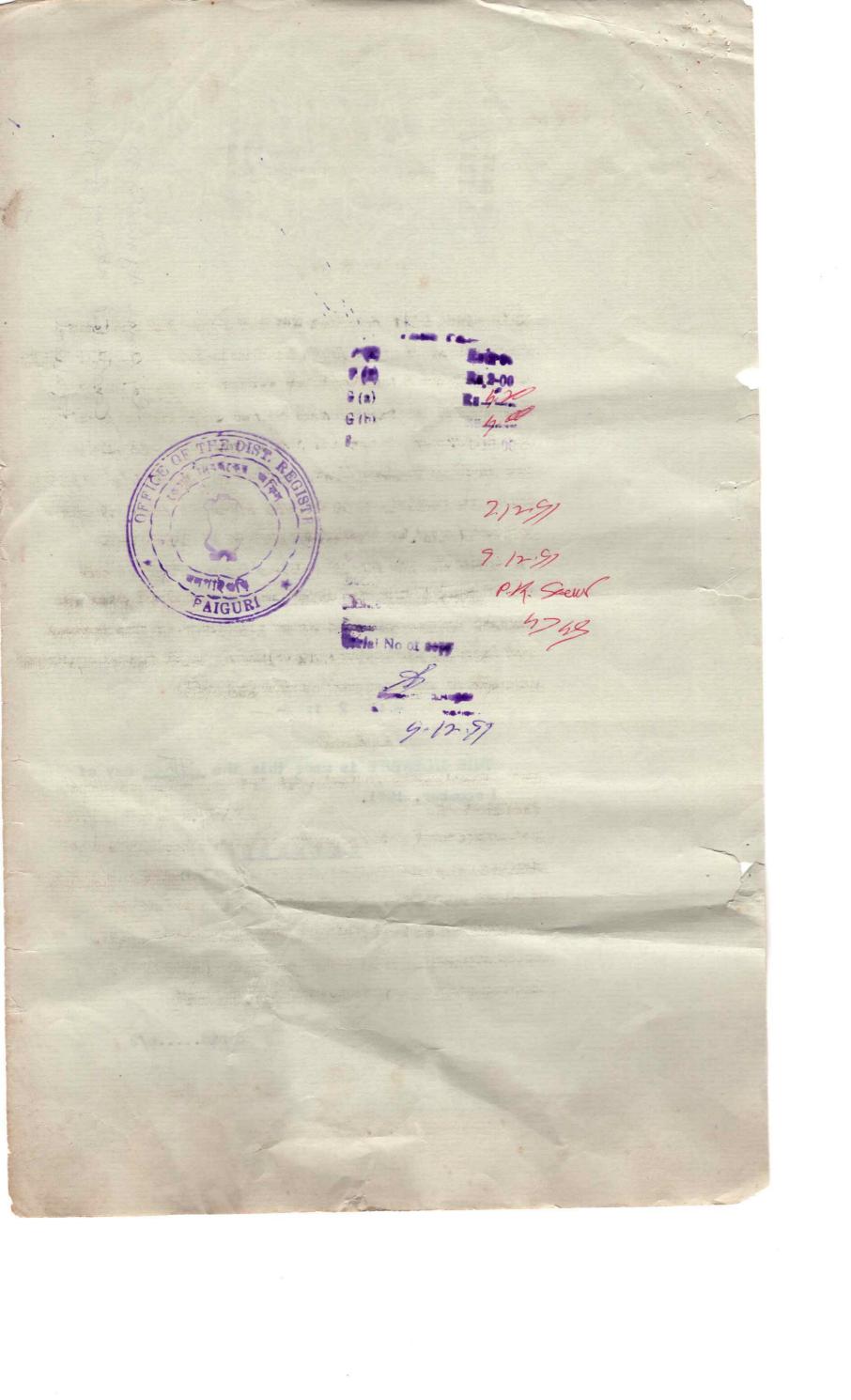
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THIS INDENTURE is made this the \_\_\_\_\_\_ day of December, 1991.

BETWEEN

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SMT. GEETA DEVI AGARWALA W/O Sri Jiwan Ram Agarwala, resident of Burdwan Road, Siliguri, P.O. & P.S.Siliguri, Sub-Division & Sub-Registry office Siliguri, District Darjeeling - represented by her constituted Attorney Sri Raj Kumar Agarwala S/O Sri Jiwan Ram Agarwala, resident of Burdwan Road, Siliguri, P.O. & P.S.Siliguri, Dist. Darjeeling. This General Power of Attorney was authenticated by the Sub-Registrar Siliguri under recorded No. 113 dt. 25.5.90. - hereinafter called the \*\*VENDOR\*\* ( which expression shall mean and include unless excluded by or repugnant to the context her he irs, executors, administrators, legal representatives successors and assigns) of the ONE PART.

#### AND

SMT. PUSHPA DEVI AGARWALA W/O Sri Omprakash Agarwala, resident of Seroke Road, Lingurm, Siliguri, P.O., P.S., Sub-division & Sub-registry office Siliguri, District Darjeeling, hereinafter called the \*PURCHASER\*

( which expression shall mean and include unless exetuded by or repugnant to the context her heirs, executors, administrators, legal representatives, successors and assigns) of the OTHER PART.

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WHEREAS the Vendor had acquired plot of land measuring
.25 decimals of land by virtue of a Deed of Sale registered
with Sub-Registrar at Jalpaiguri executed by Sri Dinesh
Chandra Pradhan recorded in Book No.I, Vol. 18, Pages
22 to 29, being No. 1315 for 1983.

# AND

WHEREAS after the date of the aforesaid purchase the Vendor is the exclusive owner of the land measuring .25 decimals of land having permanent heritable and transferrable right and interest therein and the said land is in actual khas and physical possession of the Vendor at the date of these presents.

## AND

WHEREAS the Vendor being in need of money the offered for sale of her land measuring 6 (six)Kattas out of his total land measuring .25 decimals as fully described in the schedule below and as delineated in red border and marked 'A' in the plan annexed herewith.

#### AND

WHEREAS the Purchaser has accepted the said offer and agreed to purchase the aforesaid land measuring 6 (six)Kathas out of the Vendor's total land measuring 25 decimals as fully described in the schedule below and as delineated in red boarder and marked 'A' in the plan annexed herewith for Rs.12,000/-(Rupees twelve

thousand) only

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free from all encumbrances whatsoever.

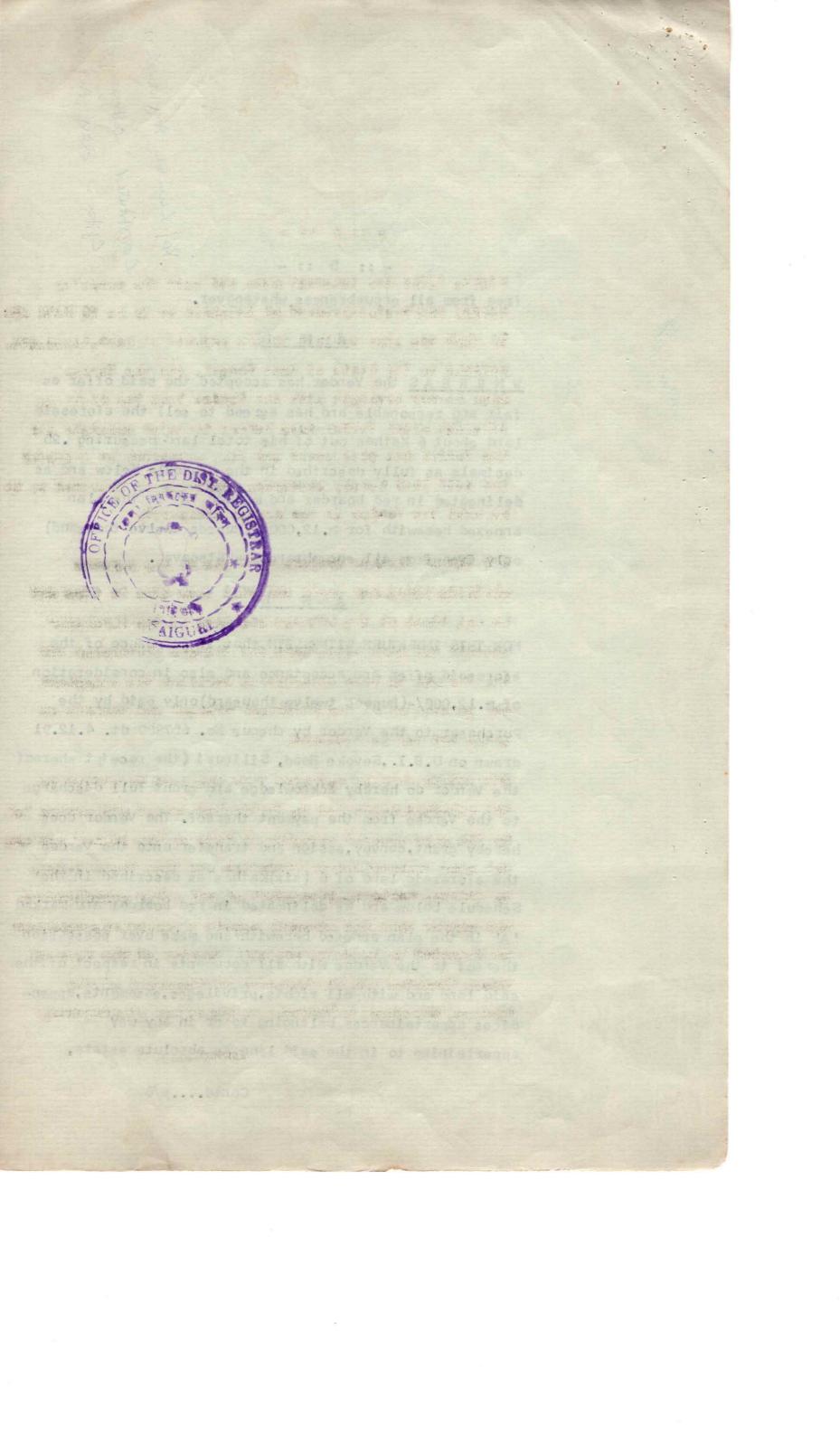
## AND

WHEREAS the Vendor has accepted the said offer as fair and reasonable and has agreed to sell the aforesaid land about 6 Kathas out of his total land measuring .25 decimals as fully described in the schedule below and as delineated in red boarder and marked 'A' in the plan annexed herewith for Rs.12,000/-(Rupees twebte thousand) only free from all encumbrances whatsoever.

# AND

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid offer and acceptance and also in consideration of R.12,000/-(Rupees twelve thousand)only paid by the Purchaser to the Vendor by cheque No. 657809 dt. 4.12.91 drawn on U.B.I., Sevoke Road, Siliguri (the receipt whereof the Vendor do hereby acknowledge and grant full discharge to the Vendee from the payment thereof. The Vendor does hereby grant, convey, assign and transfer unto the Vendee the aforesaid land of 6 (six)Kathas as described in the Schedule below and as delineated in red boarder and marked 'A' in the plan annexed herewith and make over possession thereof to the Vendee with all documents in respect of the said land and with all rights, privileges, easements, appendices appertainances belonging to or in any way appertaining to in the said land as absolute estate,

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right, title and interest unto and upon the property hereby conveyed.expressed or intended so to be TO HAVE AND TO HOLD the same subject to the payment of rent, taxes, etc. payable to the State of West Bengal. AND the Vendor does hereby covenant with the Vendee that the right or interest which Vendor does hereby transfer subsists and the Vendor has good power and full authority to transfer the said land hereby conveyed, expressed or intended so to be unto the Vendee in the manner aforesaid.

THE VENDOR further declare that she or any persons claiming under her shall and will from time to time and at all times at the request and cost of the Purchaser execute all such acts, deeds and things, whatsoever for the further or more effectually assuring the enjoyment and possession of the Purchaser whereof and therein as shall and may be required.

THE VENDOR further declares that the land described in the schedule below and as delineated in red and marked 'A' in the plan annexed herewith is held by the Vendor and has not been transferred or forfeited and that there exists no charge, mortgage, attachment or any other encumbrances whatsoever upon the property hereby transferred, expressed or intended so to be or any part thereof at the date of these presents and in the event of discovery of any charge, mortgage, attachment or any other encumbrances

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whatsoever, the Vendor shall be liable to compensate the Purchaser for the loss or injury that the Purchaser may sustain the same in consequence thereof.

THE VENDOR further declares that if any defect of title or for any act done or suffered to be done by them in any way with respect to the property hereby conveyed expressed or intended so to be by these presents the Purchaser is deprived of possession or enjoyment or any part thereof the Vendor shall be liable to be refund to the Purchaser full or proportionate part of the consideration money as the case may be tagether with interest at the rate of Rs.3/-(Rupees three)only per cent per month from the date of deprivation or dispossession.

THE VENDOR further declares that no amount on account of tax, charges, or expenses, etc. is lying due to payable the same to the Government or any other department or private person in respect of the land as described in the schedule below till the date of these presents and in the event of discovery of any dues payable the Vendor shall be liable to pay the same and shall also be liable to compensate the Purchaser adequately. The Vendor also declares that the Vendor has not transferred or entered in to any binding contract with other person to sell or to transfer otherwise property hereby conveyed by these presents or any part

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thereof and there exists no such contract at the date of these presents and that if any of the recitals made herein are proved to be false the Vendor shall be liable to indemnify the Vendee adequately for the loss or injury to be sustained by the purchaser in consequence thereof.

### SCHEDULE-

All that piece or parcel of land measuring about 6 (six)

Kattas out of the Vendor's total land measuring .25 decimals

(point two five)appertaining to Pargana Baikunthapur, and
as delineated in the plan annexed herewith and marked 'A'

Mouza Dabgram, P.S.Rajganj, S.R.Office & District

Jalpaiguri, J.L.No.2, Khatian No. 556 included in Plot

No.268(Part)and the said land is bounded and butted
as follows:-

North : Plot No. 226, 269, 271 & 270,

South : 20' wide Road,

East : Sax Land of Sri Pawan Kumar Agarwala,

West : Land of Radheshyam Agarwala & others.

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Ry' Kunar Hymnsalas Constituted attend

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IN WITNESS WHEREOF the Vendor has set and subscribed his hand on this the day, month and year first above written.

Witnesses :

Sd. Raj Kimar Agundal. VENDOR.

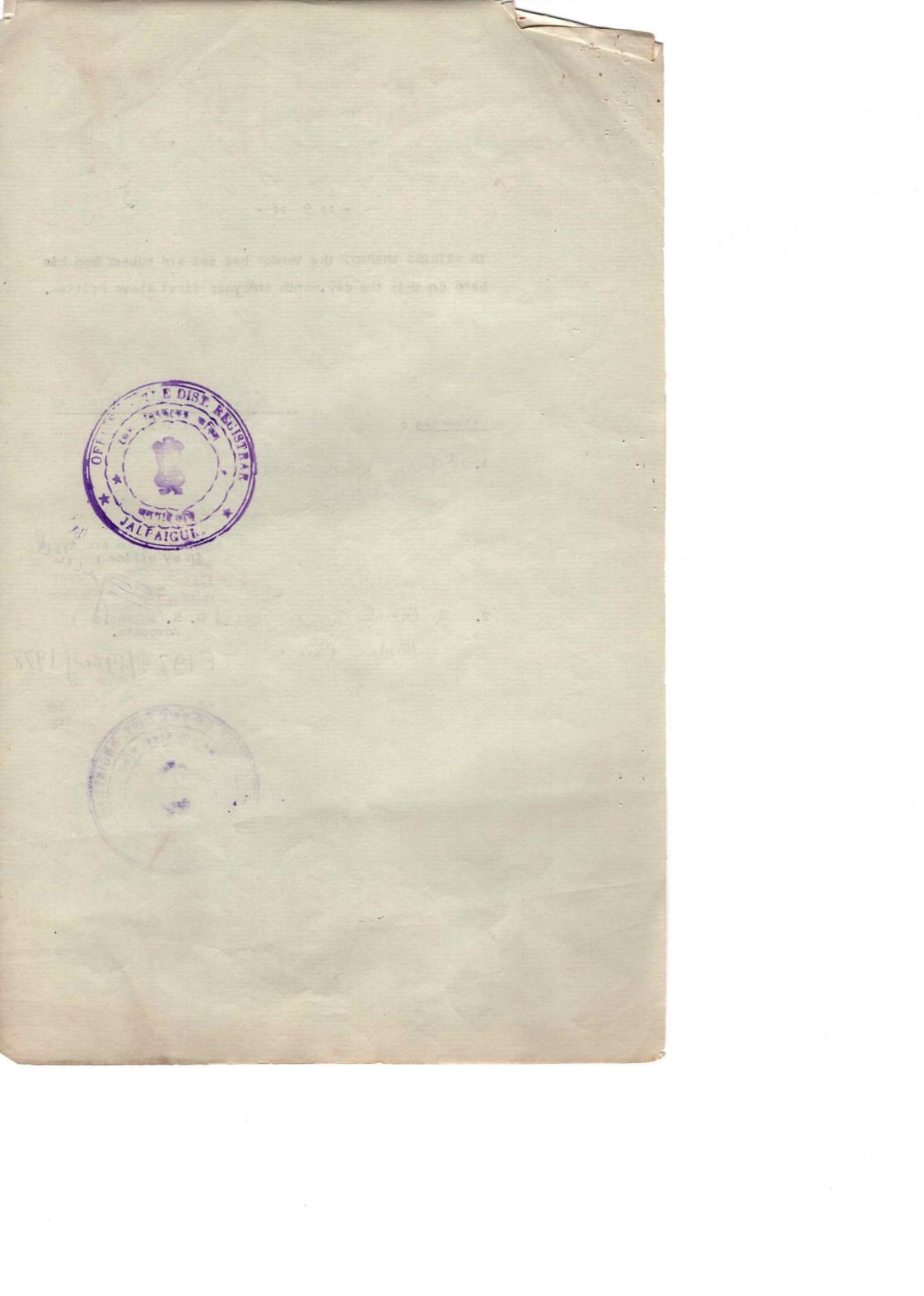
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Drafted by me and typedo in my office:

2. 2. Bimal Champu Ghosh. (G. S. Agarwala)
Advocate.

Haidan Puna. P1974/1900 g1978





SL NO 77. Date 3,12,91. Sold to Pushfa Devi Agmorda. Aslg.

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Silia- Comt. St. No 78. Date 3:12.

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Cardens Rma Chambus -9.12.91.

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