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District Sub-Registrar
Jalpaiguri

7/12/91

A DEED OF CONVEYANCE

Mouza : Dabgram,
P.S. : Bhaktinagar,
Khatian No. : 556,
Plot No.: 268(Part),
Area : 6 Kattas, 8 chattaks,
Consideration :
Rs.13,000/-.

OFFICE OF THE DIST. REGISTRAR
JALPAIGURI

Contd....p/2

No. 84 Date 3/12/91
Book No. Pushpa Devi Agarwala
Sl. No.
No. 19 (Regd. Unaw)
Accier

Deny Vendor
Bilgari Gaon

OFFICE OF THE DIST. REGISTRAR
JALPAIGURI

Presented for Registration at 11.50 A.M./P.M.
7th day of Dec 1990 of the
of Sub-Registrar Office.

by Executant/Claimant

Raj Kumar Agarwal
Raj Kumar Agarwal
Raj Kumar Agarwal

District Sub-Registrar
Jalpaiguri
7/12/90

S/O Jitendra Kumar Agarwal
of Bandhan Road
P.S. Jalpaiguri
Dist. Jalpaiguri
by Caste Hindu by Prof. Business

To Raj Kumar Agarwal S/O Pawan Kumar Agarwal, Jalpaiguri
Pigyesh Kanti Sarkar
S/O Late Dulal Chandra Narayan Sarkar
of Jalpaiguri
P.S. Jalpaiguri
Dist. Jalpaiguri
by Caste Hindu by Prof. Land owner

Rama Chamanty
9/12/91

District Sub-Registrar
Jalpaiguri
7/12/90

Raj Kumar Agarwal

Constituted Attorney

Pawan Kumar Agarwal

THIS INDENTURE is made this the 7th day of December, 1991.

Contd....p/3

OFFICE OF THE SUB REGISTRAR
AIGURI

7.12.97

9.12.97
P.K. Saikia

Serial No of copy

9.12.97

Ranjit Kumar Agarwal
Consultant
of Panna Agarwal

BETWEEN

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SRI PAWAN KUMAR AGARWAL son of Sri Jiwan Kumar Agarwal, resident of Burdwan Road, Siliguri, P.O. & P.S. Siliguri, Dist. Darjeeling, represented by his constituted Attorney Sri Raj Kumar Agarwal S/O Sri Jiwan Ram Agarwal, resident of Burdwan Road, Siliguri, P.O. & P.S.Siliguri, District Darjeeling. The General Power of Attorney was authenticated by the Sub-Registrar,Siliguri under record No. 179 dt. 14.8.90, hereinafter called the " V E N D O R " (which expression shall mean and include unless excluded by or repugnant to the context his executors,administrators, successors and assigns) of the ONE PART.

A N D

SMT. PUSHPA DEVI AGARWAL wife of Sri Omprakash Agarwala, resident of Punjabipara, Siliguri, P.O. & P.S. Siliguri, District Darjeeling, hereinafter called the " PURCHASER " (which expression shall mean and include unless excluded by or repugnant to the context her heirs,executors, representatives and assigns) of the OTHER PART.

W H E R E A S the Vendor is the absolute owner-in-possession of the land measuring .33 decimals as described in the Schedule below by virtue of a Deed of Conveyance executed by Sri Santosh Kumar Pradhan S/O Sri Krishna Kumar Pradhan, resident of Jaldhaka Hydro Electric Project, P.S.Gurubathan

Contd....p/5

and registered in the office of the Sub-registrar at Jalpaiguri on 11th day of May,1983 vide Deed No. 1313 for the year 1983 and recorded in Book No.I, Volume No. 18, Pages 8 to 13 for the year 1983 and as such since the date of the aforesaid purchase the Vendor has got absolute right, title and interest having permanent,heritable and transferrable interest therein and the said land is in actual khas, physical,peaceful and uninterrupted possession of the Vendor at the date of these presents.

A N D

W H E R E A S the Vendor has offered for sale 6 (six)kattas 8 (eight)chhataks as described in the schedule below and as delineated in red and marked 'B' in the plan annexed herewith out of the total land of the Vendor measuring .33 decimals and forming part of these presents free from all encumbrances whatsoever.

A N D

W H E R E A S the Purchaser being interested has agreed to purchase the said land measuring 6 (six)Kattas 8(eight) chhataks out of the Vendors total land measuring .33 decimals as per schedule below and as delineated in the plan and marked -d 'B' and bounded in red boarder annexed herewith free from all encumbrances whatsoever.

A N D

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W H E R E A S the Vendor has accepted the said offer as fair and reasonable and has agreed to sale the aforesaid land measuring 6 (six) Kattas 8 (eight) chhataks as fully described in the schedule below and as delineated in the plan and marked 'B' and bounded in red border annexed herewith for Rs.13,000/- (Rupees thirteen thousand)only free from all encumbrances whatsoever and the said land is hereby transferred in the manner as appeared hereinafter.

NOW THIS AGREEMENT WITNESSETH that in pursuance of the aforesaid offer and acceptance and also in consideration of the the said price of Rs. 13,000/- (Rupees thirteen thousand) only paid the Purchaser to the Vendor by Cheque No.657810 dt. 4.12.91 on U.B.I.,Sevoke Road, Siliguri (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 aforesaid land of 6 kattas 8 chhataks and as fully described in the schedule below and as delineated in the plan and marked 'B' and bounded in red boarder annexed herewith and make over possession there of to the Purchaser with all documents in respect of the said land and with all rights, privilleges, essements,appendices,appertenances belonging to or in any way appertaining to in the said properties as absolute estate right,title and interest unto the property hereby conveyed, expressed or intended so to be

Contd....p/7

DIST. REGISTRAR
JALPAIGURI

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 Purchaser that the right and interest which Vendor does hereby transfer subsists and the Vendor has hereby good power and full authority to transfer the said land hereby conveyed, expressed or intended so to be unto the Purchaser in the manner aforesaid.

THE VENDOR further declares that he or any persons claiming under him shall and will from time to time and at all times at therequest 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 there in as shall and may be required.

THE VENDOR further declares that the land described in the schedule below 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 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.

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DIST. REGISTRAR
JALPAIGURI

THE VENDOR further declares,if for 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 refund to the Purchaser full or proportionate part of the consideration money as the case may be together with interest at the rate of Rs. 3/- (Rupees three)only percent per month from the date of deprivation or dispossession.

THE VENDOR further declares that no amount on account of tax, charge or expense etc. is lying due or 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 adequetely.

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 the property hereby conveydd by these presents or any part 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.

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SCHEDULE

All that piece or parcel of homestead land measuring 6(six) kattas 8 (eight) chhataks or 0.2062 (Zero point two zero six two)acres having Khatian No. 556(five five six), Plot No. 268 (two six eight)Part, J.L.No.2, Sheet No. 8, under Mouza Dabgram, P.S.Bhaktinagar, Sub-division & Sub-registry office Jalpaiguri, District Jalpaiguri, Pargana Baikunthapur, and as delineated in the plan by red boarder and marked 'B' annexed herewith and the said land is butted and bounded as follows :-

North : Land of Plot No. 226, 269, 271 & 270;

South : 20' wide Road;

East : Land of Sri Pawan Kumar Agarwala;

West : Land of Vendee.

IN WITNESS WHEREOF the Vendor does hereby set and subscribed his hand on this the Deed of Conveyance this the _____ day of December, 1991.

Witnesses :

1.

Sd Pijush Kanti Sarkar
Jalpaiguri

Raj Kumar Agarwal
VENDOR.

Drafted by me and typed in my office :

(G. S. Agarwala)
Advocate, Siliguri.

2.

Sd Bimal Chandra Ghosh
Haridebpara
Jalpaiguri

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F1974/1900 of 1978