

DEED OF CONVEYANCE

THIS INDENTURE made this day the 30 A July. 1983

Deed of Conveyance Value of Rs.6,000/area of land .33 dec. P.S.Rajganj.

Sri Rajani Kanta Roy Son of Late Dhan Singh Das alias Dhan Singh Roy, Hindu by religion, Cultivation by occupation residence of Salugara Dabgram, P.S.Rajganj, District Jalpaiguri 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 ONE PART.

AND

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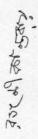
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M/s. R.P. Ware House & Tea Industries Ltd. a business

Firm having its office at 6, Lyons Range (5th floor)

Calcutta-700001, Branch office at 3rd Mile Sevoke Road,

Dabgram, P.S. Rajganj, District Jalpaiguri hereinafter

called the PURCHASER (which expression shall mean and

include unless excluded by or repugnant to the context

its successors, executors, administrators, representatives

and assigns) of the OTHER PART.

WHEREAS the land situated in P.S. Rajganj in the District of Jalpaiguri within Pargana Baikunthapur Mouja Dabgram R.S. Khatian No.313/3, Sheet No. 5, C.S. Plot No.114/315 area of land 2.33 dec. of land out of that 1.16½ decimals of land purchased the Vendor by virtue of a registered sale deed No.441 dated 2.2.82 at Sadar Joint Sub-Registry office Jalpaiguri from Malanswari Roy and thereafter the vendor has mutated his name in respect of the said landed property in the office of the J.B.R.O.

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Rajganj Vide Mutation Case No. IX-II/297 dated 22.6.82 and such from the date of such purchase the vendor is in actual khas and physical possession in and over the said landed property having permanent haritable and transferrable right title and interest therein and has been possessing and enjoying the same free from all encumbrances whatsoever and paying the rent etc. to the landlord the State of West Bengal regularly.

## AND

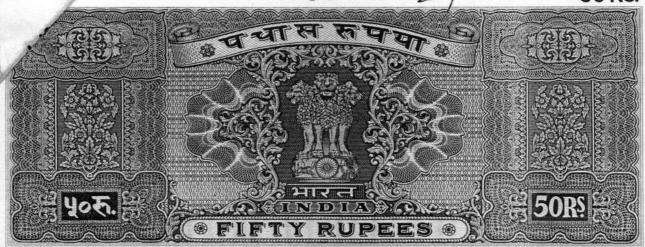
whereas the Vendor being in need of money for acquiring of more profitable properties elsewhere has offered for sale his said land fully described in the schedule below free from all encumbrances whatsoever.

## AND

WHEREAS the purchaser being in need of a Plot of land has accepted the said offer of the Vendor described in the schedule below at a consideration of Rs.6,000/(Rupees six thousand) only free from all encumbrances whatsoever.

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## AND

WHEREAS the Vendor has accepted the said price so offered by the purchaser as fair and resonable price in view of the prevailing highest market rate of land and has agreed to sale the said land fully described in the schedule below at a consideration of Rs.6,000/-(Rupees six thousand) only, free from all encumbrances whatsoever up to the purchaser and the said land is transferred in the manner as appearing hereinafter.

NOW THIS DEED WITNESSETH that in pursuance of the said offer acceptance and also in consideration of the said price of the sum of Rs.6,000/-(Rupees six thousand) only paid in cash 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).

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ere enters no such contract



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The Vendor does hereby grant, convey, transfer assign upto the purchaser of the land described in the schedule below and make over possession thereof to the purchaser together with all rights, liberties, casements, appendices, appertanences belonging to or in any way appertaining to the said land as the absolute estate free from all encumbrances and all the rights title and interest of the vendor unto or upon the land hereby conveyed expressed or intended so to be TO HAVE AND TO HOLD the same subject to the payment of rent payable to the landlord state of West Bengal.

and the Vendor does hereby covenant with the purchaser that the interest which the vendor profess to transfer subject and the Vendor has full authority to transfer the land hereby transferred expressed or intended so to be unto the purchaser in the manner aforesaid 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 do execute all such acts, deeds

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and things whatsoever and further and more effectually assuring the enjoyment and possession of the purchaser thereof and therein as shall and may be required.

The vendor further covenant that all rents and other public charges payable from the property hereby transferred or expressed or intended so to be that has accepted dues upto the date of these presents has been paid all other covenants and conditions required to be observed and performed and in case if it transpires otherwise, the Vendor shall be liable to indemnify the purchaser for any loss resulting from any such non-payment non-observance and non-performance as aforesaid.

The Vendor further declare that the entire property forming the subject matter of the present conveyance is in khas and actual possession of the vendor at the date of these presents. If for any defect of title or for any act done or suffered to be done by these presents the purchaser deprived of possession or enjoyment of 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 from the date of such deprivation or dispossession and shall also be liable for adequate compensation for any loss or injury standing thereto be sustained by the purchaser.

If is further declared that the vendor has not transferred or entered into any binding contract to any other person to sell or to transfer otherwise the property hereby conveyed by these presents or any part thereof and there exists no such contract

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

## SCHEDULE OF LAND

All that piece or parcel of Riyati land measuring .33(thirty three) decimals of land at an annual rent of .93 paise only appertaining to and forming part of 7.61 decimals of land at an annual rent of Rs.65.50 paise only, the proportionate rent for the demised plot of land is payable to the State of West Bengal representated by the Collector Bahadur of Jalpaiguri through the J.L.R.O. Rajgenj, situated within Pargana Baikunthapur, Mouja Dabgram, P.S. Rajgenj S.R. Office and District Jalpaiguri, recorded in R.S. Khatian No. 313/3 included in Sheet No. 5, C.S. Plot No.114/351 area of land measuring 2.33 decimals of land out of that 1.16½ decimals of land purchased by the vendor out of that .33 (thirty three) decimals of land is hereby sold by the vendor by these presents.

Demised Plot of land bounded as follows :-

Na East : Own land of the seller

West : Own land of the purchaser.

North - own land of the purchaser.

South : Jekob Thamas.

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IN WITNESS WHEREOF the Vendor does hereunto set his hand on this documents on the day, month and year first above written.

Witnesses :-

· 205 46 202 610202 Signature of the Vendor.

1. Blabaterh Clanding Siligari 2. Gjirsh Mauh Darna

Drafted and read over and explained the contents of this documents by me to the vendor.

Pijush Kanh Perkan (Pijush Kanti Sarkar) Deed Writer, Jalpaiguri.

Typed by me, Whifen Onte (Nripen Dutta) Typist, Jalpaiguri.

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