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Ch. 9.5.96

72-191  
09/05/10

DEED OF CONVEYANCE

THIS INDENTURE made this 9<sup>th</sup> day of May, One Thousand Nine Hundred and Ninety Six.

B E T W E E N

Conveyance:  
Value of Rs. 16,763/-  
Area : 9 Kathas  
5 Chhatak  
P. S. : Bhaktinagar.

SRI ARUN KUMAR AGARWALA, S/O SRI BISWANATH AGARWALA, by caste Hindu, by occupation Business, resident of Khalpara Siliguri, P. S. Siliguri, Dist. Darjeeling, hereinafter called the "PURCHASER" (which expression shall mean ~~MANA~~ and include unless excluded by or repugnant to the context his heirs, executors, successors, administrators, representatives and assigns) of the ONE PART.

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12.50  
 3.70  
 16.20

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500Rs.



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पं. भक्तिनगर

SRI RAGHU NATH DAS, S/O LATE CHAITU DAS, by caste Hindu, by occupation Cultivator, resident of Chayan Para, Salugara, P. S. Bhaktinagar, Dist. Jalpaiguri, hereinafter called the "SELLER" (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, administrators, representatives and assigns) of the OTHER PART.

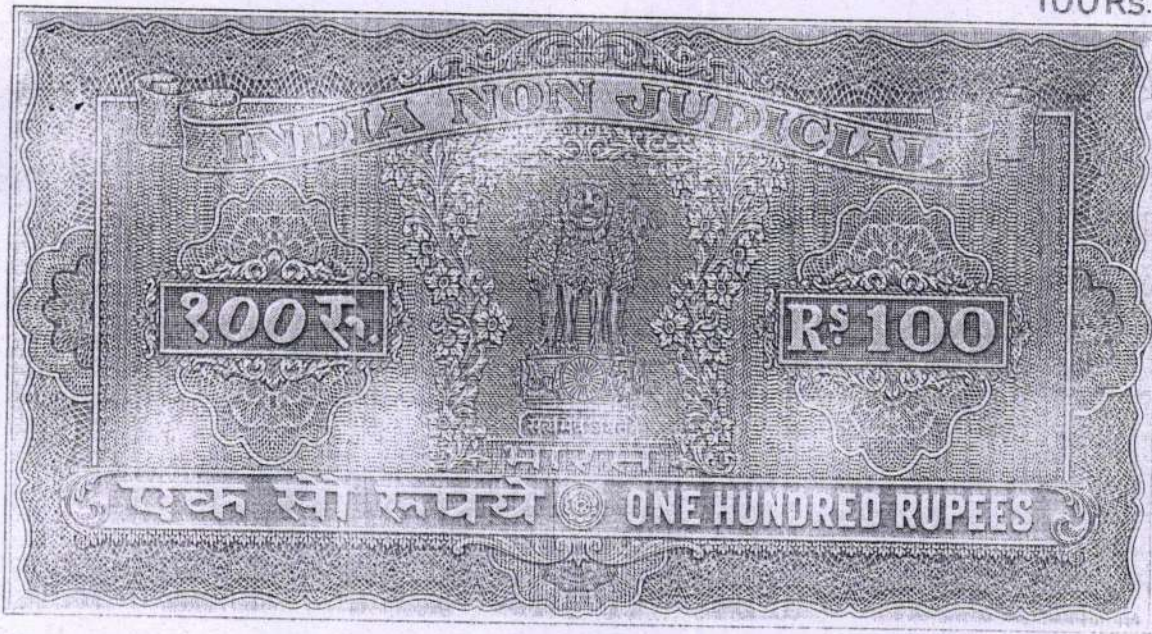
WHEREAS the Seller is Recorded Owner to the extent of Two Annas share in the Revisional Survey Settlement under Khatian No. 634, comprising of Plot No. 25, Sheet No. 4, and other Plots, and since then the Seller is absolute and exclusive Owner over the Schedule below land as physical possession thereof, and free from all encumbrances whatsoever.

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100Rs.



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WHEREAS the Seller being in urgent need of money has offered for sell measuring 9 Kathas 5 Chhatak of land more fully described in the Schedule below, free from all encumbrances whatsoever.

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WHEREAS the Purchaser being in need of a plot of land for his Residential-cum-Commercial purpose has accepted the said offer of the Seller and has agreed to purchase the said land measuring 9 Kathas 5 Chhatak more fully described in the Schedule below, for the sum of Rs. 16,763/- (Rupees Sixteen Thousand Seven Hundred Sixty Three) only, free from all encumbrances whatsoever.

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WHEREAS the Seller has accepted the price so offered by the Purchaser as fair and reasonable in view of the prevailing highest market price of land and has agreed to sell the said land more fully described in the Schedule below, for the sum of Rs. 16,763/- (Rupees Sixteen Thousand Seven Hundred Sixty Three) only, free from all encumbrances whatsoever, unto the Purchaser and the said land is transferred in the manner as appearing hereinafter.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said offer and acceptance and also in consideration for the sum of Rs. 16,763/- (Rupees Sixteen Thousand Seven Hundred Sixty Three) only, paid in cash by the Purchaser to the Seller (the receipt whereof the Seller does hereby acknowledge and grant full discharge to the Purchaser from the payment thereof).

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The seller does hereby grant, convey, assign and transfer unto the Purchaser the said land hereby sold fully described in the Schedule below free from all encumbrances and make over possession thereof together with all rights, liberties, privileges, easements, appendices, appurtenances belonging to or in any way appertaining to the said land as the absolute estate and all the rights, title and interest of the X Seller into or upon the said land hereby sold TO HAVE AND TO HOLD the same subject to the payment of rent payable to the Landlord the Govt. of West Bengal.

A N D

It is further covenant that there exists no charge, mortgage, attachment or any other encumbrances on the said land hereby transferred or any part thereof at the date of

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MSKLRP 7/24

these presents and in case of discovery of any such charge, mortgage, attachment or any other encumbrances whatsoever the Seller shall be liable to compensate the Purchaser adequately for any loss that the Purchaser shall have to suffer in consequence thereof.

A N D

The Seller further covenant that all rents and public charges payable by the Seller for the said land hereby sold that have been paid by the Seller and in case if it transpires otherwise the Seller shall be liable to indemnify the Purchaser for any loss resulting therefrom.

A N D

The Seller further declares that if the Purchaser is deprived of possession of of the said land or any part thereof for the defect of title of the Seller shall be liable to compensate the Purchaser or to return to the Purchaser the full or proportionate part ~~in~~ of the consideration money as the case may be together with interest from the date of such deprivation or dispossession.

A N D

It is further covenant that the Seller has not entered into any contract with any other person for sale, transfer or mortgage of the said land hereby sold or any part thereof and there exists no charge, mortgage, attachment, sale or transfer at the date of these presents and if any recitals made herein are proved to be false the Seller shall be liable to compensate the Purchaser adequately for the loss to be sustained by the Purchaser in consequence thereof.



SCHEDULE OF LAND

All that piece or parcel of raiyati Homestead land measuring 9 (Nine) Kathas 5 (Five) Chhatak or 0.1536 acres at an annual rent of Rs. 0.50 paise only, appertaining to and forming part of 19.25 acres of land at an annual rent of Rs. 50/- only, the proportionate rent for the demised plot of land is payable to the Landlord the Govt. of West Bengal, represented by the B. L. & LR. O. Rajgan, situated within Paragana Baikunthapur, Mouza Dabgram, J.L. No. 2, P. S. Bhaktinagar, Dist. Jalpaiguri, appertaining to R. S. Khatian No. 634 (Six Hundred Thirty Four), Sheet No. 4 (Four), comprising of Plot No. 25 (Twenty Five), measuring 5.81 acres of land out of that measuring 9 Kathas 5 Chhatak or 0.1536 acres of land is hereby sold and the sold land is bounded as follows:-

- North : Land of Sarat Roy & Others  
South : Land of Seller  
East : Land of Smt. Namrata Devi Agarwala purchased today  
West : 26' wide Road.

IN WITNESS WHEREOF, the Seller put his signature on this Deed on the day, month and year first above written.

WITNESSES:-

1. *[Handwritten signature]*  
*[Handwritten name]*
2. Suresh Ch. Ashi Kary  
*[Handwritten name]*

Typed by me,  
*[Handwritten signature]*  
(Sujoy Kumar Kunda)  
Typist, Jalpaiguri.

Prepared by me,  
*[Handwritten signature]*  
(Pijush Kanti Sarkar)  
Deed Writer, Jalpaiguri,  
Licence No. 26.