

DIED OF CONVEYANCE

This Deed of Conveyance is made on this the 744 day of April, One thousand Nine hundred Seventy Six A.D.

Retween

Sri Satyanarayan Agarwala son of Late Bhimraj Agarwala, Hindu by caste, businessman by occupation, resident of Milanpally, Siliguri, P. S., P.O., Siliguri, Dist. Darjeeling, hereinafter called the VINDOR (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, administrators, successors,

11 3- fugst Salyte any a Spanland bliga 750 X1 = 750.00 50 ×1 = 50, 60 8×2 = 16.00 816.00 5)436 Agreement for moderntages of the same so the Off early of Paul 18 24 Clerk-in-Charge, 2) the Billgari Dub-Registry Office 19 Nation Dearwale Sub-Treasury (Stamp Depti Filiputi Sahamagun Agerwat of new a colinteed Seb-Registres A Nas gar Wale. 2665 Bt. Chingay Agarvale. Safa navayan Agotwale ... I'd Compally Page Street Basels V Charlest Sendings Dy Basto Standard 188 Julin Jus align the same a chalk roberty Satya Prosonna Charles Tot Shyuna pchakroboth 17 Tilan Fally These Dilperi/Parecials Charles Strained Motelet Barlosting Total Sand Seb-Registres EILIGUEL,



Sahamagan Agarvale

and assigns) of the ONE PART ;

AND

Sri Ramgopal Agarwala son of Sri Satyanarayan Agarwala,
Hindu by caste, businessmen by occupation, resident of
Siliguri, P.S., P.O., Siliguri, Dist. Darjeeling, hereinafter
called the FURCHASER (which expression shall mean and
include unless excluded by or repugnant to the context
his heirs, executors, administrators, successors and assigns)
of the OTHER PART;

MINROAS by virtue of a Perpetual Lease Deed entered in between the Vendor and Messrs. Faziruddin Mohammad son of Late Alimuddin Mohammad and Ashiran Nesa wife of Late

MO-11 Dat-6-4-76 Satyanarayan Agansauc Siliguri Brand Stefa Stork-In-Charge, Roll Treasury (Smmp Depth) trument.



Sahimonyon Bound

Alimadin Mohammad and Minor Afiluddin Mohammad son of Late Alimaddin Mohammad, executed on 22.1.49 and registered on 24.1.49 before the Sub-Registrar, Siliguri in Book No.1, Volume No.6 Pages 30 to 34 Being Deed No.128 of 1949, the Vendor became the absolute owner in possession of all that piece or parcel of land measuring 3 Bighas 12 kathas or 1.25 acres of land in Khalaisingh Jote at Milanpally, Siliguri,

AND WHEREAS the Vendor being in need of fund for making profitable and lucrative investment decided to sale a plot of 15 kathas of land fully described in the schedule below and forming part of the abovementioned 1.25 acres of land, situated in Khalaisingh Jote at Milanpelly, Siliguri,

MO-11

Rome Sille | -

Satyanaryan Agansana Siligari

1 Males

Seb-licasory (leasing Dapid)
Siliguri.





Saferney Bounda

a good plot of land near to his place, offered to purchase all that piece or parcel of land measuring 15 kathas of land fully described in the schedule below, free from all encumbrances whatsoever at a price of k. 15,000/-(Rupees Fifteen thousand), being at the rate of k. 1000/- per katha, AND WINNEAS the Vendor having found the price fair and reasonable accepted such offer of the Purchaser and agreed to sale all that piece or parcel of land measuring 15 katha or .25 acres fully described in the schedule below, free from all encumbrances whatsoever, at a consideration of bs. 15,000/-(Rupees Fifteen thousand) only,

Dute-6.4-76. MO- 11 Satyanarayan Agansaua Siliguni B. 16/or defailed as ha Glerk-Im-Charge. Seds-Treavery thromp Depos Milestern

Suf-warmyn Boston

NOW THIS INDENTURE WITHESSETH that in pursuance of the said offer and acceptance and also in consideration of Ms. 15,000/-(Rupees Fifteen thousand) only, paid in cash by the Purchaser to the Vendor in presence of the following witnesses (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 described in the schedule below and make over possession thereof to the Purchaser together with all rights, liberties, privileges, easements, appendices, appurtenances belonging to or in any way appertaining to the said land as the absolute estate free from all encumbrance and all the rights, titles and interest of the Vendor into or upon the land hereby conveyed, empressed or intended so to be to HAVE and TO HOLD the same subject to the payment of rent etc. payable to the superior landlord at present the State 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 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

Sahimagan Ago wale

from time to time at all times hereafter at the request and cost of the Purchaser do 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.

Lescribed in the schedule below is held by the Vendor has not been surrendered or forfeited and that there exists no charge, mortgage, attachment or any other encumbrance whatsoever upon the scheduled 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 --- encumbrance the Vendor shall be liable to compensate the Purchaser for the loss that the Purchaser may 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 and in case it transpires otherwise the Vendor shall be liable to indemnify the Purchaser for any loss resulting from any such non-payment, non-observance

Sahmagen Bonch

and non-performance as aforesaid.

forming 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 to title or for any act done or suffered to be done by these presents the Purchaser is deprived of possession or of 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 at the rate of B. 2/- per cent per month 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.

or entered into any binding contract with 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 at the date of these presents or any part thereof and there exists no such contract at the date of these presents or any part thereof and there exists no such contract at the date of these presents 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 or injury to be sustained by the Purchaser in consequence thereof.

SCHEDULE

All that piece or parcel of land measuring 15 kathas or .25 acres or 25 decimal apportaining to Khatian No. 2071, Plot Nos. 3259, 3260 and 3261 within Pargana; Baikunthapur, Mouza; Siliguri, J.L. No. 110, Touzi No. 3(J), situated at Milanpally, Siliguri, inside Municipal Ward No. XVII and forming part of 1.25 acres of land held by the Vendor against the aforesaid plots. The land described above being demised hereof is butted and bounded as follows:

North : by the land occupied by Subhas Paul.

· South: by the land of the Vendor, being sold to Sri Gobind Ram Agarwala.

mat : by the land of the Vendor.

West : by the Private Road of the Vendor.

IN WITHESS WHEREDF the Vendor does hereunto set his hand on the day, month and year first above written.

WITTESSES .-

Proposes in the office of 500 R.K. Walland

31 satyan P. Chorust

Dula Ch. Challenger

SI SURFERDAD AND AND SINGE

