

inder the farmer of the state o

Conveyance :

Area: .60:

Consideration: Rs. 7,000/-

P.S. Siliguri :

This Indenture made this the 3/8/ day of Jerry 1985.

BITWEEN

Sri Indra Kumar Agarwala, son of late Bhajan Lal Agarwala, Hindu by religion, businessman by occupation, resident of Hill Gart Road Siliguri, Police Station, Sub Registry -- Office Siliguri, Dist. Darjeeling - hereinafter called the PURCHASER (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, administrators, successors, representatives and assigns) of the ONE PART.

A N D ...

2 833 January Manuelling School House & the mountained in the Man and and for the sound of the second of the s Margon Son Jan Jan Just here of the son Just here of the son of th 8 B, 650 Presented for Ross 10 - 30 318 Jann. 85 ihr Sub-Roger Wr. Ager walnis Ceelay 1h celay 1/2 A fromale Contitution attemptor Bijby Kumun Lovados Condender of by Bijay ky Sarasi' Distondlupare I denti fiedly. . tilip chalrabory or Dresh handlin para. Daniel Daniel B. Ausiner aud-Registrar SILIGURI



2.

Constituted Attorney for Bijory Kumar Sarozi Id

no

rt

A N D

Sri Bijoy Kumar Sarogi, son of Sri Jaidev Sarogi, represented by his cons-tituted attorney Sri Uday Kumar Agarwala, son of Sri Jaidev Agarwala,
Hindu by religion, business etc. by occupation, resident of Siliguri Town or
Police Station, Sub Registry Office Siliguri, Dist. Darjeeling - hereinafter called the VENDOR (which expression shall mean and include unless
excluded by or repugnant to the context his heirs, executors, administrations, successors, representatives and assigns) of the OTHER PART.

WHEREAS the Vendor has acquired by purchase a plot of land measuring .75 decimal of raiyati land from one Gulab Chand Agarwala, by virtue of a deed of sale, registered at Siliguri S. R. Office on 23. 2. 76, registered in Book No. 1, Volume No. 31, Page 30 to 35, Being No. 1246, for the year 1976, situated within Pargana Patharghata, Mouza Mandlaguri, P. S., S. R. r Office Siliguri, Dist. Darjeeling and has mutated the name of the Vendor in the Office of the landlord the State of West Bengal, and has got right title and interest having permanent heritable and transferrable interest therein and the said land is in khas, actual and physical possession of the Vendor at the date of these presents.

Ma one retremeser.

188

Jeventy five sol APRILLARY.

ld

rt



3.

Constituted Attorney for Bijory Kumar Sarosi

A N D

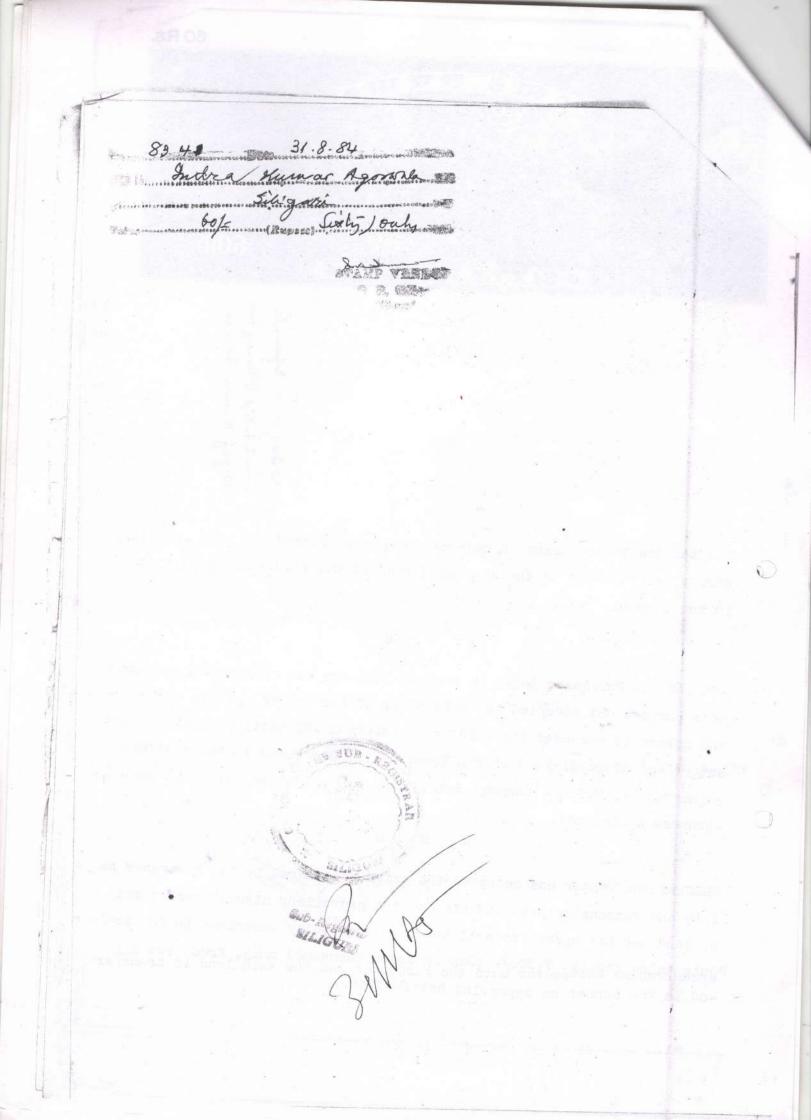
WHEREAS the Vendor being in need of money has offered for sale .60 sixty decimal of land out of the aforesaid land of the Vendor fully described in the schedule below.

A N D

WHEREAS the Purchaser being in need of land for his residential and busi ness purpose has accepted the said offer of the Vendor and has offered and agreed to purchase the said land measuring .60 sixty decimal of land out of the aforesaidland of the Vendor fully described in the schedule below for Rs. 7,000/- (Rupees Seven thousand) only, free from all encumbrances whatsoever.

A N D

WHEREAS the Vendor has accepted the price so offered by the Purchaser as fair and reasonable price in view of the prevailing highest market rate of land and has agreed to sell the said land fully described in the scheldule below for Rs. 7,000/- (Rupees Seven thousand) 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 aforesaid offer and acceptance and also in consideration of Rs. 7,000/- (Rupees Seven thousand) only, paid in cash by the Purchaser to the Vendor (the receipt whereof the Vendor does hereby acknowledge and grants full dischafge to the Purchaser from the payment thereof) the Vendor does hereby grant, convey, assign and transfer unto the Purchaser the aforesaid land describ ed in the schedule below and make over possession thereof to the Purchaser together with all rights, liberties, privileges, easements, appendiced appurtenances belonging to or in any way appertaining to the said land as the absolute estate free from all encumbrances and all the rights, titles and interest of the Vendor into 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 etc. payable to the landlord 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 from time to time at all times hereafter at the request and cost of the Purchaser do execute all such

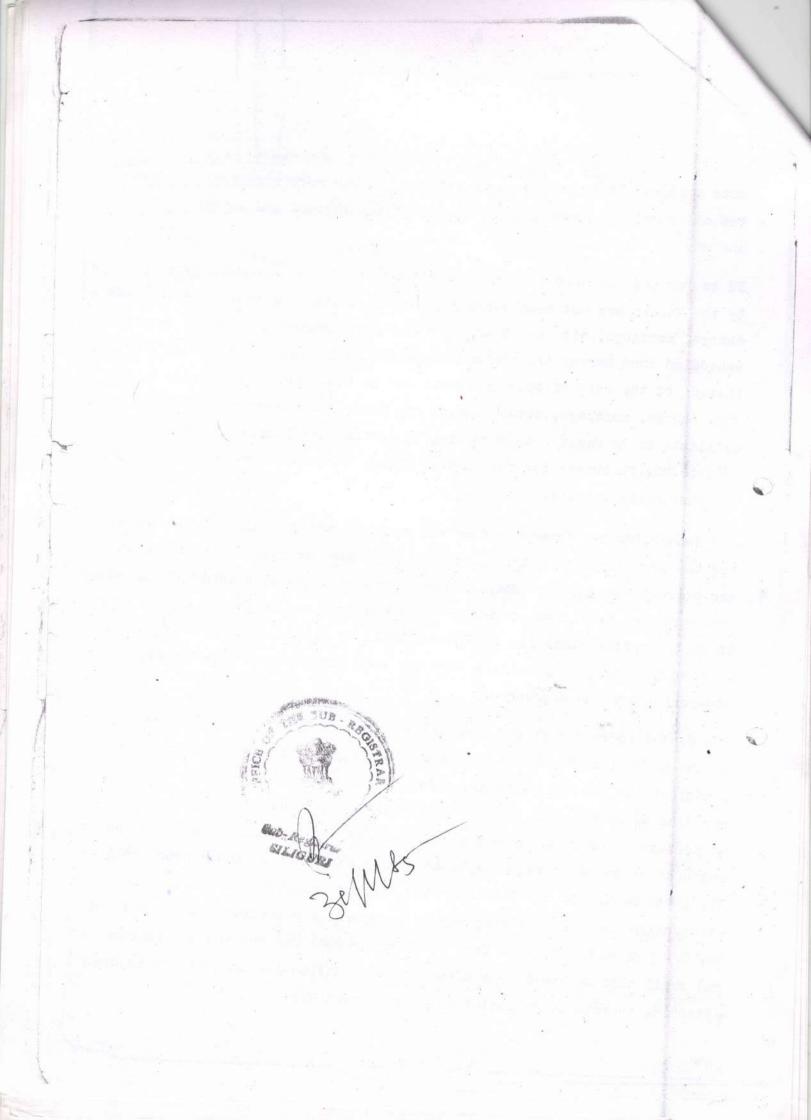
trending thereto to be sustained by the Purchaser.

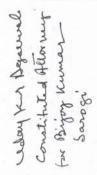
31.8.84 a a com 6 acts deeds and things whatsoever for further and more effectually assuring the enjoyment and possession of the Purchaser thereof and therein as shall and may be required.

IT is further declared that the land described 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 encumbrances whatsoever upon the scheduled land 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 such charge, mortgage, attachment or any other encumbrances the Vendor shall be liable to be dealt with according to law and shall also be liable to compensate the Purchaser for the loss or injury 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 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 declared that the entire property forming subject matter of the present conveyance is and 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 land 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 Rs. 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.





IT is further declared that the Vendor has not transferred or entered into any binding contract or otherwise with any other persons for the land 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 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, thereof in consequence thereof.

SCHEDULE.

All that piece or parcel of raiyati land measuring .60 sixty decimal of land at an annual rental of Rs. 1=80 (Rupee One & Paisa eighty) only, appertaining to and forming part of 20.52 acre of land at an annual rental of Rs.
64=47 (Rupees sixty four & Paisa forty seven) only, the proportionate rent for the demised plot of land is payable to the landlord the State of West Bergal, represented by the J. L. R. O., Siliguri, situated within Pargana, Patharghata, Mouza Mandlaguri, P. S., S. R. Office Siliguri, Dist. Darjeeling J. L. No. 107; Khatian No. 61/1 sixty one by one; included in part of C. S. Plot No. 562 five hundred sixty two measuring 3.00 three acre of land out of that .75 seventy five decimal of land was purchased by the Vendor out of that .60 sixty decimal of land is sold and the demised plot of land is.--

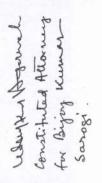
NORTH : Land of C. S. Plot No. 561 ;

SOUTH : Kuchha Road;

EAST : Land of J. C. Sinha;

WEST : Land of wife of Bir Bahadur Sinha.

SILIGURI.



IN WITNESS WHEREOF the Vendor does hereunto set his hand through his consti--tuted attorney on the day, month and year first above written.

WITNESSES :

Anjani kommer Syarwala Ke Dey Road Siligura

Silip Chalconberty. Des bandhupara. Siligun The contents of this document have gone through and understood by the Attorney.

ATTORNEY.

Typed by me :

Narentra Nath Leckar Typist, Siliguri. L'cena M. 1 of 1984 g Dist Ro., Derjeling.

