

P-434
4.2.2003

CL-1224



00AA 368829

4.2.03

Permitted to
Sell/Exchange/Gift 0.33 acres of
Land in Case No...13/2012-03

Revenue Officer, 30/1
Under Chapter II A of WBLR Act
1953, SIKGURI

3 RE
2012/3 RE
Stamp duty, under the Indian Stamp Act
1899 amounts to... 33
and State A fee already paid
on date 4.2.03 and B Rs 900

DEED OF CONVEYANCE

THIS INDENTURE IS MADE ON THIS THE 3RD DAY OF
FEBRUARY TWO THOUSAND THREE.
at Bagdogra Dt. Darjeeling

2-3
A 2189.00
PF 10100 in C.F.S.

BETWEEN

Handwritten signature
B-9-10
12/2/03

(1)

27/1/37

SRI NIRMAL GARG s/o Sri Yograj Garg, Hindu by Religion, Business by occupation, Resident of 169 Sevoke Road, Police Station Siliguri, District-Darjeeling hereinafter called the PURCHASER (Which expression shall mean and include unless excluded by or repugnant to the contest, heirs, executors, administrators, successors, representatives and assigns) of the ONE PART

AND
SRI SANICHAR ORAON s/o late Sorai Oran, Hindu by Religion, Cultivator by occupation, resident of Lichu Began, Police Station and Post office Matigara, District- Darjeeling, here in after called the VENDOR (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, administrators, successors, representatives and assigns) of the OTHER PART.

AND
WHEREAS the vendor is the absolute recorded owner in Possession of Agricultural Land Measuring 1.90 (one acre ninety decimal) decimal in Mouza Bania Khari, J. L. no.55, recorded in khatian no 60 (sixty) within Pargana Pathar ghata, P.S Siliguri now Matigara, in the District of Darjeeling.

AND
WHEREAS since then the vendor has been possessing and enjoying the said land having with permanent heritable and transferable right, title and interest thereon and it is free from all encumbrances, charges whatsoever.

AND
WHEREAS the vendor hereof being in need of money for his own schemes/plans have firmly and finally decided to sell and have also offered for sale 0.33 (zero point three three) acres of land out of his 1.90 (one acre ninety decimal) decimal of land disclosing the aforesaid facts and declaring the same free from all encumbrances and charges whatsoever.

AND
WHEREAS the purchaser, relying on the aforesaid statements of the Vendor, have agreed to purchase the said land measuring 0.33 (zero point three three) acres of land of the Vendor fully described in the schedule—
— appended below (hereinafter referred to as "THE SAID BELOW SCHEDULED LAND" for the sake of brevity) free from all encumbrances and charges whatsoever at or for the price of Rs. 2,00,000/- (Rupees two lakhs) only

AND
WHEREAS the Vendor, considering the price so offered by the purchaser as fair, reasonable and highest in the prevailing market has firmly agreed to sell his said land measuring 0.33 (zero point three three) acres to the purchaser at

(2)

37/4/1345

or for the price of Rs.2,00,000 (Rupees two lakhs) only, free from all encumbrances and charges whatsoever.

NOW THIS INDENTURE OF THE WITNESSETH that in pursuance of the aforesaid offer, acceptance and in consideration of the sum of Rs. 2,00,000 (two lakh) only, paid by the purchaser this day to the vendor by Cheque + Cash as detailed In the memo of consideration forming part of these presents (the receipt of the said consideration does hereby acknowledge as having received by the vendor also grants full discharge to the purchaser from the payment thereof) the Vendor DOTI hereby convey, assign, sell and transfer absolutely and for ever his said below scheduled land and makes over possession thereof unto and in favour of the purchaser TO HAVE AND TO HOLD the same as an absolute estate by the purchaser as absolute owner thereof peaceable and quietly with permanent heritable and transferable right, and without any claim, objection, interference or interruption from the vendor or any person or persons claiming under him, subject to the payment of land revenue and other taxes to the Superior landlord of Govt. of West Bengal.

The vendor declares that the interest which he professes to transfer hereby subsists as on the date of these presents and that there exists as on the date of these presents no previous transfer, mortgage, contract for sale or otherwise by the Vendor or any person or persons claiming under him in favour of any other person or party respecting the said below scheduled land and that the property hereby transferred, expressed or intended so to be suffers from no defect of title and that the recitals made herein-above are all true, and in the event of any contrary is proved, the Vendor shall be liable to make good the loss or injury which the purchaser may suffer or sustain in consequence thereof.

The vendor further covenants with the Purchaser that if for any defect of title or for any act done or suffered to be done by the vendor, the purchaser be deprived of ownership or of possession of the said below scheduled land or any part thereof in future, then the vendor shall return to the purchaser the full or proportionate part of the consideration money as the case may be together with an interest at the rate of rupees eighteen percent per annum from the date of such deprivation or dispossession of ownership and the vendor shall also pay adequate compensation to the purchaser for any other loss or injury which the purchaser may suffer or sustain resulting therefrom.

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SCHEDULE OF THE LAND

All that piece or parcel of Agricultural land measuring 0.33 (zero point three three) acre, recorded in Khatian no- 60 (sixty) plot no- 325 (three hundred twenty five) area 0.33 (zero point three three) acre out of that 1.46(one acre fourty six decimal) decimal of land of Mouza, Benia khari, J.L.no.55, within pargana patharghata, police station Matigara, Sub-division siliguri, Addl.District sub-Registry office siliguri. Bagdogra-II, District Darjeeling, as shown in a sketch map marked by latter 'A'. forming part of these presents.

NORTH—Land of Nirmal Garg to day purchaser.

SOUTH :—Land of Basila uraon.

EAST :—Land of vendor.

WEST :—Land of Maruti showroom.

The proportionate annual rent for the said demised plot of the land payable as per Khatian. The executent got the permission from the competent authority (i.e. Govt of West Bengal office of the project officer- cum District Welfare officer, Back ward Classes Welfare, Siliguri, Darjeeling). Vide Permission no. 59/1113/D. dated. 29.11.83
Pr-0 Jell.

IN WITNESS WHEREOF the vendor set his hand on this deed of sale the day, month and year first above written.

Witnesses: -

1. *আমরপূর্ণাশ পূর্ণাশ*
সুকুমার পূর্ণাশ
মাদীগাঙ্গা এলাকা
দারজিলিং

Drafted, readover. And explained by me

Sukumar Ghosh

(Sukumar Ghosh)

2.

Deed writer, L/ no. 9/84.
A.D.S.R. office, Siliguri.

Memo of Consideration/ Receipt.

I the above named Vendor, do here by acknowledge the receipt of a total Sum of Rs.2,00,000/- (two lakh) being the amount of consideration / price of the land properties described in the schedule above of this deed of sale. From the above named Purchaser as follows :-

1) By A /c payee Cheque No. 147438, dated 31/12/02, Bank of Baroda, Siliguri Branch. Rs. 1,80,000/- (rupees one lakh eighty thousand)

2) By Cash- Rs. 20,000/- (Rupees twenty thousand)

Total Rs. 2,00,000/- (Rupees two lakh)

In witness where of the above named vendor do execute this memo of consideration / receipt the payment of me above named purchaser of Matigara on the day of in the year 2002

Witnesses:-

1.

औमपूजास वृंदा
रघुनाथ प्रसाद
सादीगारा बजार
दाकिबज

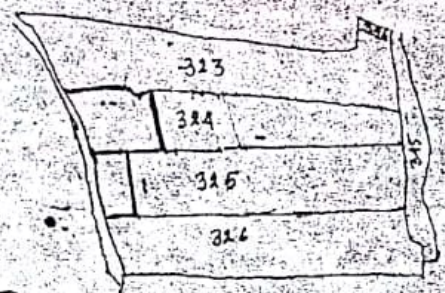
सनिबरबर

Signature of the Vendors.

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SITE PLAN SHOWING THE LAND SOLD

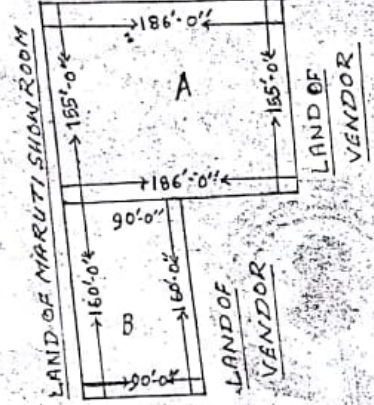


PART TRACE MAP OF MOUZA BANIAKHARI J.L. No. 55
P. S. SILIGURI NOW AT MATIGARA
DISTRICT - DARJEELING
SCALE: - 16" = 1 MILE

NAME OF PURCHASER
SRI NIRMAL GARG
S/O SRI YOGRAJ GARG
OF 169 BEVOK ROAD
P.O. SILIGURI
DISTRICT - DARJEEL
PURCHASED LAND SHOWN
IN RED MARK

NAME OF VENDOR
1. SRI SANICHAR ORAON
S/O LATE SORAJ ORAON
2. SRI RAJESH ORAON
3. RAJU ORAON
BOTH S/O SANICHAR ORAON
ALL RESIDENT OF LICHA
P. S. MATIGARA
DISTRICT - DARJEEL

LAND OF RAJESH ORAON AND RAJU ORAON



LAND OF BASILA ORAON
SCALE: - 1" = 100'

<u>SCHEDULE OF LAND</u>		
<u>MOUZA</u>	<u>J.L. NO.</u>	<u>P. S.</u>
<u>BANIAKHARI</u>	<u>55</u>	<u>MATIGARA</u>
<u>DISTRICT - DARJEELING</u>		
<u>KHATAI No.</u>	<u>PLOT NO.</u>	<u>AREA</u>
<u>60</u>	<u>325 PART</u>	<u>83 ACR</u>
<u>165</u>	<u>321</u>	<u>56 ACR</u>
<u>166</u>		

Rajesh Oraon
SIGNATURE OF VENDOR