



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

A 832630

Addl. Dist-Sub Registrar)

Silisuri- II at Bagdogra, Dist - Darjeeling

**DEED OF CONVEYANCE** 



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

A 83263J

मार्थामा अराव

# **DEED OF CONVEYANCE**

Johnson K



পশ্চিমবঙ্গা पश्चिम बंगाल WEST BENGAL

A 832632

वाम्झाना उद्योत

## **DEED OF CONVEYANCE**



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

A 832633

ARTHUR 2264

## **DEED OF CONVEYANCE**

Johnson

apple Nie

THIS INDENTURE IS MADE ON THIS THE \_\_\_\_\_\_ DAY OF NOVEMBER, 2007.

#### BETWEEN

DESCRIPTION OF LAND
LANDE: 1.47 acres.
VALUE: Rs.8,94,000.00
MOUZA: BANIAKHARI, J.L.No.55
Plot No.Old-97, New-325, Khatian No.Old-774, New-227
P.S. - MATIGARA, DIST. DARJEELING

SRI NARENDRA CHANDRA GARG, Son of Yograj Garg, Hindu by religion, Business by occupation, residing at 169, Sevoke Road, Siliguri, District Darjeeling, hereinafter called the <u>PURCHASER</u> (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, legal representatives, administrators and assigns ) of the ONE PART. The Purchaser's PAN is ADAPG6142Q.

#### AND

SRI BASELA ORAON, Son of Late Jhari Oraon, Hindu by religion, Indian by Nationality, Cultivator by occupation, residing at Banlakhari, Lichubagan, P.S. Matigara, District Darjeeling, hereinafter called the VENDOR ( which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, legal representatives, administrators and assigns) of the OTHER PART.

WHEREAS the Vendor is the absolute owner of land measuring 5.32 acres situates within Mouza BANIAKHARI, J.L.No.55, Part of Piot No.Old-97, New-325 of land measuring 1.47, New-439 of land measuring 0.48 acres and New-352 of land measuring 3.37 acres, Khatian No.Old-20, 774, New-227, Pargana Patharghata, under P.S. Matigara, District Darjeeling by virtue of a registered Deed of Gift being No.2503 for the year 2006 and law of inheritence and thereafter the Vendor has got mutated his name vide M.C.No.362/IX/II/BLLRO/MTG/06 dated 8.6.2006 and also opened a New Khatian in the name of Vendor with respect of the sald land, having permanent, heritable and transferable right, title and interest therein.

AND WHEREAS the Vendor has got permission for selling the below schedule land from the concern authority issued by the Revenue Officer, Under Chapter-II A of W.B.L.R.Act, 1955 Sillguri & Project Officer-Cum-D.W.O. Backward Classes Welfare, Siliguri on 8/11/2007 and Memo No.1532/1(2)/B.C.W.Project dated 8.11.2007 in favour of the Vendor.

For.



AND WHEREAS the Vendor hereof being in need of money for his developmental schemes/plans has firmly and finally decided to sell and has also offered for sale land measuring 1.47 acres disclosing the aforesaid facts and declaring the same free from all encumbrances and charges whatsoever.

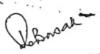
AND WHEREAS the Purchaser hereof relying on the aforesaid statements of the Vendor have agreed to purchase the aforesaid land measuring 1.47 acres as fully described in the schedule below at or for the price of Rs.8,94,000.00 only, free from all encumbrances and charges whatsoever.

AND WHEREAS the Vendor considering the price so offered by the Purchaser as fair, reasonable and highest in the prevailing market has firmly and finally agreed to sell the said below schedule land to the Purchaser at or for the price of Rs.8,94,000.00 only, free from all encumbrances and charges whatsoever.

NOW THIS INDENTURE OF SALE WITNESSETH that in pursuance of the aforesaid offer, acceptance and also in consideration of the said sum of Rs.8,94,000.00 paid by the Purchaser to the Vendor (out of which the sum of Rs.2,01,000.00 by cheque being No.037899 dated 12/7/2006 already paid as an advance and remaining amount of Rs.6,93,000/- paid by Cheques being Cheque No.063097 dated 9/11/2007 on Centurian Bank of Punjab Limited, Hill Cart Road, Siliguri ( the receipt whereof the Vendor do hereby acknowledge and grant full discharge to the Purchaser from the payment thereof) the Vendor do hereby grant, convey, sell, assign and transfer unto the Purchaser the said land described in the schedule below and make over possession thereof together with all right, title, interest, liberties, easements, privileges appendices, appurtenances which ever is belonging to or in any way appertaining to the said land TO HAVE AND TO HOLD the same absolutely by the Purchaser for ever peaceably and quietly without any interference or interruption from the Vendor or any person or persons claiming under him, subject to the payment of rent etc. payable to the Govt. of the State of West Bengal.

The Vendor does hereby declare that the Vendor has not previously sold, mortgaged, transferred or contracted for sale or otherwise the sald land hereby demised or any part thereof suffers from no defect of title and the event of discovery of any contrary is proved, the Vendor shall be liable to be dealt with according to law both Civil and Criminal as the case may be and-shall also be liable to pay adequate compensation to the Purchaser.

The Vendor do hereby covenant with the Purchaser that if for any defect of title of the land hereby demised or any part thereof or for any act done or suffered to be done by the Vendor, the Purchaser is deprived of ownership or of possession of the land hereby demised or any part thereof in future, the Vendor shall be liable to return to the Purchaser the full or proportionate part of the said price money as the case may be together with interest at the rate of Rs.2/- percent per month from the date of such deprivation or of



dispossession and the Vendor shall also be liable to pay adequate compensation to the Purchaser for any other loss or injury which the Purchaser may suffer or sustain resulting therefrom.

### SCHEDULE OF THE LAND

ALL THAT PIECE OR PARCEL OF vacant land measuring 1.47 acres situates within Mouza BANIAKHARI, J.L.No.55, Part of Plot No.Old-97, New-325, Old Khatian No.20, 774, New Khatian No.227, Pargana Patharghata, under P.S. Matigara. District Research Matigara, District Darjeeling and the land revenue payable to the superior landlord – Govt. of West Bengal. The said land is butted and bounded as follows: follows:

North: Land of Sanichar Oraon;

South : Sold Land of Bigu Munda;

East : Nala;

West : Land of B.K.Motor & others;

IN WITNESS WHEREOF the Vendor in good health and conscious mind has set and subscribed his hand on these presents on the day, month and year first above written.

व्यासीला दुर्धि WITNESSES अन्यविष्यंत्र मुसा Drafted by me, Advocate, Sillguri -NB-1716/8/

