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Wegistrar Authorised U/S. 7(3)
of Act. XVI of 1908, Jaipoigush

DEED OF CONVEYANCE

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Area of Land : 1 cottah 8 Chattaks or 0.02475

Plot No : 390 (Part) and 389/913 (Part)

Khatian No : 453 and 449

J. L No : 2

Sheet No : 8

Mouza : Dabgram

Pargana : Baikunthapur

Police Station : Bhaktinagar (previously Rajganj)

District : Jalpaiguri

Consideration : Rs. 15,000/-

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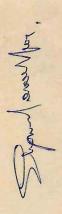
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Impleated: : Editional

Conclusion : N. Is, vac-



This Indenture made this 12 15 day of the month of February of the year of one thousand nine hundred ninety six.

### - Between-

Sri Shyamal Sarkar son of Sri Gopal Gobinda Sarkar,
Hindu by religion, business by occupation resident of College
para, P.O & P.S.- Siliguri in the district of Darjeeling
herein-after called the Vendor (which expression shall unless excluded by or repugnant to the context be deemed to
include his heirs, executors, administrators, successors
and assigns) of the ONE PART

1. Sri Santosh Kharga 2. Sri Prokash Kharga both are sons of Late Bhim Bahadur Kharga, business by occupation and 8. Smt Kabita Kharga wife of Sri Santosh Kharga, business by occupation all are Hindu by religion, resident of G.T. More, 2nd Mile, Sevoke Road, P.S. Bhaktinagar, Dist. Jalpaiguri herein-after called the Purchasers (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, successors and assigns) of the OTHER PART.

WHEREAS the Vendor purchased the schedule below Land from 1. Sri Roghunath Prasad Singh son of Daroga Prosad of Hyderpara, Jalpaiguri and 2. Sri Ram Karan Agarwala son of

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Balak Ram Agarwala of Siliguri by virtue of two registered deed being No 1329 for the year 1987 recorded in Book No I vol-12 at pages 371 to 374 and being no 1134 for the year 1987 recorded in Book No I vol no - II at pages 1 to 10 in the district Sub-Registry Office at Jalpaiguri

#### A N D

MHEREAS the vendor, being in need of money to meet his various expenses, offers to sell the schedule below land measuring about 1 Cotta 8 Chattaks or 0.02475 acres situate and lying and being part of plot no - 390 (part) and 389/913 (Part) appertaining to Khatian no - 453 and 449 respectively more particularly described and mentioned in the schedule here under written and delineated in RED ink in the map annexedforming a part of this Indenture, unto the purchasers.

## A N D

WHEREAS the purchasers agree to purchase the said land and offer a sum of &. 15,000/- (rupees fifteen thousand) only as perchase price which the vendor accept and according to him the said purchase price is the highest market price prevailing in the locality.

NOW THIS INDENTURE witnesseth that in pursuance and of the aforesaid offer and acceptance and in consideration of Rs. 15,000/- (rupees fifteen thousand) only paid this day by the purchaser to the vendor the

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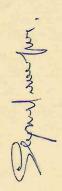
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Registrar Authorised U/S. 7 (2) of Act XVI of 1908, Jaipaiguri

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receipt of which amount do hereby acknowledge by vendor and she the vendor grants discharg the purchaser from such payment) he, the vendor, doth hereby convey, transfer, sell and assign unto the purchaser the said land measuring about 1 cottah 8 chattaks or 0.02475 acres fully described and mentioned in the schedule below and delineated in RED ink in the annexed map forming a part of this Indenture TOGETHER WITH all res areas, fences hedges, ditches, ways, drains, drains, water and water sourses liberties privileges, easements and appurtenances whatso-ever there unto belonging or held or accepted therewith AND all the estate, right, title, interest, claim and demand whatso-ever of the vendor in, to, upon or in to upon or in respect of the said land, hereditament and premises and every part thereof

# AND

That not withstanding any act, deed or thing by the vendor or any of his predecessors in title, he the vendor has good right, full power and absolute authority to grant convey and transfer the said land hereditaments and premises unto the purchasers in the manner aforesaid AND that the purchasers shall and may at all times hereafter peaceably and quietly possess and enjoy the same and receive, rents, issues and profits thereof without any lawful eviction, interruption claim or demand whatso-ever from or by the . vendor or any person or persons having or lawfull claiming

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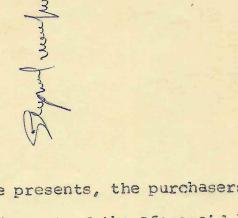
from under or in truess for the vendor or any of his predecessors in title AND that free from all encumbrances made or suffered by the vendor or any of his predecessors in title or any person or persons having or lawfully claiming as aforesaid AND further that he the vendor and all persons having or lawfully claiming any estate or interest in said land, hereditaments, and premises or any part thereof from under or in trust from the vendor of from or under any of his predecessors in title shall and will and at all times hereafter at the request and cost of the purchasers do and execute or cause to be done and executed all such acts, deeds and things whatso-ever for further and more perfectly assuring the said land measure about 1 cottat & chattaks or 0.02475 acres, hereditaments and premises and every part thereof unto the purchaser as may be reasonably required.

IT IS FURTHER DECLARED that there exists no charge, mortgage, attachement or any other encumbrances whatso-ever upon the schedule land hereby transferred, expressed or intended so to be or any part thereof at the date of these presents and in the even of discovery of any mortgage, charge or attachment or any other encumbrances, the vendor shall be liable to compensate the purchasers for the loss and injury that the purchasers may sustain in consequence thereof.

THE VENDOR FURTHER DECLARES that if for any defect in title or for any act done or suffered to be done in any way with request to the schedule land kk hereby conveyed, expressed

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or intended so to be by these presents, the purchasers are deprived or possession or enjoyment of the aforesaid land or any part thereof, the vendor want shall be liable to refund the purchasers full or propertionate part of the consideration money as the case may be g together with interest from the date of deprivation or dispossession and shall also be liable for adequate compensation for any loss in or injury attending thereto to be sustained by the purchasers.

and any other public charges payable for the land hereby transferred or expressed or intended so to be that have accrued due upto the date of these presents, have been paid and all other covenants and conditions required to be observed and professed have been so observed and performed and if it transpires otherwise, the vendor shall be liable to indemnify the purchasers for any loss resulting from the non-payment, non-observance, non-performance as aforesaid.

has not entered into any binding contract with any other person or persons whatso-ever to sell or to transfer otherwise the land conveyed or transferred by these presents or expressed or intended so-to be or any part thereof and that there subsists no charge; mortgage, contract of sale or transfersiting with respect to the scheduled land or any part there of at the date of execution of presents and if any of the recitals made herein by the vendor are proved to be false,

is intended as to be by these process, the nurchasers as dentities or passeghiom or anjoyment of the stores at 1 land or any part thateof, the vendor rake shall be limite to refund the purchasers full or respectionance part of the considerance of the considerance of the considerance of the considerance of the date of deprivation or disposers/or and their intenset from the date of deprivation or disposers/or and their intenset for date of series consideration for any idea and their intenset.

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the vendor shall be liable to indemnify the purchasers adequately for the loss or injury to be sustained by the purchaser in consequence thereof.

# SCHEDULE ABOVE REFERRED TO

about 1 cottah 8 chattaks or 0.02475 acres situate and lying and being part of Plot no - 390 and 389/913 pertaining to khatian no - 453 and 449, J.L no - 2 within Mouza - Dabgram pargana Baikunthapur, P.S. Bhaktinagar (Previously Rajganj didak district Jalpaiguri and particularly described and delineated in RED ink in the annexed map forming part of this Indenture. The proportionate rent is %. 2/- (rupees payable to the State of West Bengal. The land is butted and bounded as follows:-

BY THE NORTH : 30'-0" Wide Road

BY THE SOUTH : Land of the Purchasers

BY THE EAST : Land of the Purchasers

BY THE WEST : M.E.S Occupied land

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In witnesses whereof the vendor hereto has here unto set and subscribed his hand and seal the day and year first above written.

#### Witnesses :-

1. Víjal Ar. Samm.
Sjo. Soi Ramender Ca. Samm.
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Si Cigni - 734401,

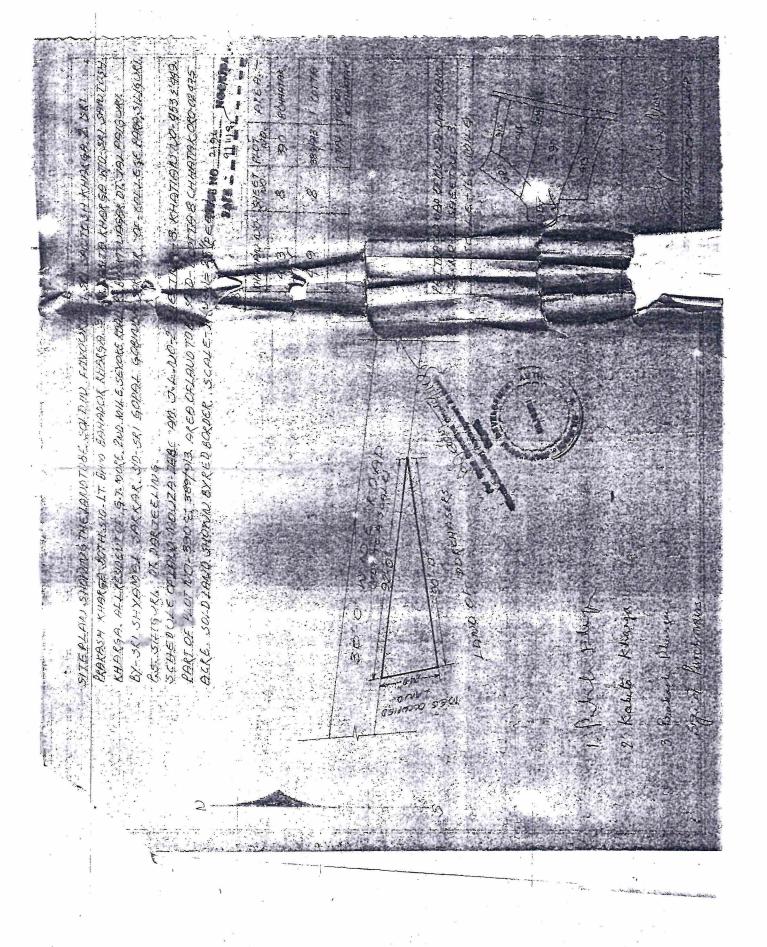
2. - Affirme Storates

Drafted and explained by me and typed in my Office

( R.N Bhattacharjee ) ADVOCATE/SILIGURI W.B/994/74

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