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CONVEYANCE.

This Indenture made this the 25th day of November, 1974.

BETWEEN

Conveyance :

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Area : 1 katta.

Consideration : Rs. 900/-

P.S. Siliguri :

No co-sharer :

Sri Medal Prosad, son of late Kedar Prosad, Hindu by religion, business & Cultivator by occupation, residing at Prodhannagar Siliguri, Police Station, Sub Registry Office & Sub Division 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, representatives and assigns) of the ONL PART.

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Sri Sohan Lal Haloowai, son of late ham Math Haloowai, Hindu by religion, businessman by occupation, resident of Sevoke More Siliguri, Police Station, Sub Registry Office and Sub Division Siliguri, Dist. Darjeeling - hereinafter called the VENDOR (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, administrators, representatives and assigns) of the OTHER PART.

NHEREAS the Vendor has acquired by purchase 1 one katta of homesteaded land from one Bhajan Lal Agarwala of Siliguri, by virtue of a deed of sale, registered at Siliguri S. R. Office on 12. 1. 71, registered in Book No. 1, Volume No. 5, Page 215 to 217, Being No. 189, for the year 1971, and as such from the date of such purchase the Vendor has got right title and interest having permanent heritable and -- transferrable interest therein and the said plot of land is in khas:

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actual and physical possession of the Vendor at the date of these presents.

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WHEREAS the Vendor being in need of money has offered for sale the said plot of land measuring 1 one kattas fully described in the -- schedule below.

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WHEREAS the Purchaser being in need of a plot of land for his residen -tial and business purpose has accepted the said offer and has offered and agreed to purchase measuring 1 one katta of land fully described in the schedule below for Rs.900/- (Rupees Nine hundred) only, free from all encumbrances whatsoever.

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WHEREAS the Vendor has accepted the price so offered by the Purchaser

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fully described in the schedule below for Rs. 900/- (Rupees Nine hundred only, free from all encumbrance unto the Purchaser and the said land is transferred in the manner as appearing hereinafter.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said offer and acceptance and also in consideration of Rs. 900/- (Rupees Nine hundred) only, paid in cash by the Purchaser to the Vendor (the receipt whereof the Vendor does hereby acknowledge and grant full discharge to the Purchaser from the payment thereof) the Vendor doth hereby transfer grant, convey, assign to the Purchaser the land fully described in the schedule below free from all encumbrance and make over possession of the same to -gether with all rights, liberties, privileges and easements belonging to the said land.

AND it is further covenanted that there exists no charge, mortgage, attachment or any other encumbrance on the said land hereby transferred or expressed or intended so to be or any part thereof at the date of this transfer and in case of discovery of any such charge, mortgage, attachment or encumbrance whatsoever the Vendor shall be liable to compensate the Purchaser for any loss or injury that the Purchaser shall have to suffer in consequence thereof.

THE Vendor further covenants that all rents rates and public charges payable by the Vendor for the land hereby sold that have accrued upto the date of these presents have been paid by the Vendor and in case it otherwise transpires the Vendor shall indemnify the Purchaser for any loss resulting therefrom.

THE Vendor further declares that if the Purchaser is deprived of possess -ion or of enjoyment of the land hereby sold or any part of it for the defect of title of the Vendor in the land or any act of the Vendor, the Vendor shall also be liable to compensate the Purchaser or return to the Purchaser the price of the land or proportionate part of it as the

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case may be together with interest at the rate of Rs. 12/- per cent per annum from the date of deprivation or dispossession.

IT is further covenanted that the Vendor has not entered into any contract with any other party for sale, transfer or mortgage of the land hereby sold or any part thereof and there exists no charge at the date of these presents and any recitals made herein are proved to be false the Vendor shall be liable to compensate the Purchaser adequately for the loss or injury to be sustained by the Purchaser in consequence -- thereof.

SCHEDULE.

All that piece or parcel of raiyati homestead land measuring 1 one katta or .017 point zero one seven acre of land at an annual rental or Rs.0=04 (paisa four) only, appertaining to and forming part of 6.91 six acre -- ninety one decimal of land at an annual rental of Rs. 11=40 (Rupees -- Eleven & paisa forty) only, the proportionate rent for the demised plot of land is payable to the State of West Bengal, represented by the -- J. L. R. O., Siliguri, situated within pargana Baikunthapur, Mouza, P.S. S. R. Office and Sub Division Siliguri, Dist. Darjeeling, in Ward No. I of the Siliguri Municipality, J. L. No. 110, Khatian No. 2526, included in part of C. S. Plot No. 219 two hundred nineteen measuring .39 thirty nine decimal of land out of that the Vendor purchased 1 one katta or -- .017 point zero one seven acre of land is sold and the demised plot of land is bounded as follows:

NORTH : Land of Ramani Mohon Roy, purchased by the Purchaser;

SOUTH : Land of Manindra Math Sen;

EAST : Land of Shew Mongal Dikshit;

WEST : P.W. D. Road (Hill Cart Road).

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

WITNESSES :

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The contents of this document have gone through, readover & explained to the Vendor and typed by me:

Novembra Nath Sarker.

Typist, Siliguri.

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