2-3038 200 Rs.





CONVEYANCE.

Conveyance:

This Indenture made this the 4th day of May, 1981.

Area : 1 katta.

Consideration: Rs. 8.000/-:

P.S. Siliguri :

BETWEEN

Sri Narendra Kumar Rathi, son of Sri Jagdish Prasad Rathi, Hindu by religion, businessman by occupation, resident of Bijanbari, Police Station Phoolbazar, District 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.

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Sri Shewmongal Dikshit, son of late Jagdeo Dikshit, Hindu by religion, business etc. by occupation, resident of Mallaguri, Police Station, Sub Registry - Office & Sub Division Siliguri, Dist. Darjeeling --- he reinafter 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 ---- CTHER PART.

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WHEREAS the Vendor has acquired by purchase 1 one katta of raiyati homestead 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 218 to 221, Being No. 191, for the year 1971, situated within Pargana Baikunthapur, Mouza, P. S., S. R. Office & Sub Division Siliguri, Dist. Darjeeling, in Ward No. 1 of the Siliguri Municipality, and the Vendor has mutated his name in the Office of the State of West Bengal, represented by the J. L. R. O., Siliguri, vide --M. C. (ST) No. 61/73-74, dated 11. 5. 73, and from the date of such purchase the Vendor 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 present

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

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WHEREAS the Purchaser being in need of the said land measuring 1 one katt for extension of his residential house and has accepted the offer of the Vendor and has offered and agreed to purchase the said land measuring 1 one katta fully described in the schedule below for Rs. 8,000/- (Rupees Eight thousand) only, free from all encumbrances whatsoever.

Λ 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 measuring l one katta or -- .017 point zero one seven acre of land fully described in the schedule below for Rs. 8,000/- (Rupees Light thousand) only, free from all encum -brances whatsoever unto the Purchaser and the said land is transferred in the manner as appearing hereinafter.

NOW THIS INDENTURE WITHESSETH that in persuance of the said offer and acceptance and also in consideration of Rs. 8,000/- (Rupees Eight thousand only, paid in cash by the Purchaser to the Vendor (the receipt whereof the Vendor does hereby admowledge and grant full discharge to the Purchaser the aforesaid land described in the schedule below and make over possession thereof to the Purchaser together with all rights, liberties, privileges, easements, appendices, appurtenances belonging to or in any way appertaining to the said land and the absolute estate free from all encumbrances whatsoever 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. pay able 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 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 charge, mortgage, attachment or any other encuments are 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 compensate the Purchaser for the loss that the Purchaser may sustain in consate the Purchaser for the loss that the Purchaser may sustain in con-

- sequence thereof.

THE Vendor further covenants that all rent and other public charges pay -able for the land hereby transferred or expressed or intended so to be that has accrued due upto the date of these persents have been paid and all other covenants and conditions required to be observed and performed and in case if it transpires otherwise the Vendor shall be liable to indemnify the Purchaser for the 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 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 and 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. 18/- per cent per annum 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 sus

It is hereby further declared by the Vendor that the Vendor has not entered into any binding contract with anyother person whatsoever to sell or transfer otherwise the land conveyed by these presents or expressed intended so to be or any part thereof and there subsists no such contract at the date of these presents and in the event of discovery of any such contract of sale or transfer existing with respect to the aforesaid land or any part thereof at the date of the execution of these presents or if any of the recitals made herein are proved to be false the Vendor shall be liable to be dealt with according to law for false recitals made herein and shall also be liable to compensate adequately the Purchaser 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 of As.0=05 (Paisa Five) only, appertaining to and forming part of 6.91 six acre -- ninety one decimal of land at an annual rental of As. 11=40 (Aupees -- 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 & Sub Division Siliguri, Dist. Darjeeling, in Ward No. 1 of the Siliguri Municipality, J. L. No. 110 (88); 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 .017 point zero one seven acre of 1 and or 1 one katta of land is sold and the demised plot of land is bounded as follows:

NORTH : Road ; SOUTH : Land of Agniraj;

EAST : Land of Jagdish Prasad Rathi;

WEST : Land of Purchaser (Sri Marendra Kumar Rathi).

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

WITHESSES :

Ramahadra Shagnar Sto Bunital Shagnar The contents of this document have been readover & explained to the Vendor by me and typed by me:

Narender Nach Locker.
Typist, Siliguri.

