

1000Rs.



C O N V E Y A N C E.

Conveyance : This Indenture made this the 30th day of July, 1990.

Area : 1 one :
katta.

B E T W E E N

Consideration :
Rs. 10,000/- :

P. S. Siliguri:

Srimati NIRMALA DEVI RATHI, wife of Sri MAHASIR PRASAD RATHI, Hindu by religion, House-wife etc. by occupation, resident of Mandlaguri Siliguri, Police Station & Sub Registry Office Siliguri, Dist. Darjeeling - hereinafter called the PURCHASER (which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, administrators, successors, representatives and assigns) of the

ONE PART.

A N D . . .

1. Mr. T. Case

A N D

Sri NARENDRA KUMAR RATHI, s/o late Jagdish Prasad Rathi, Hindu by religion, businessman by occupation, resident of Bijanbari, Darjeeling, P. S. S. R. Office and Dist. Darjeeling - hereinafter 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.

WHEREAS the Vendor has acquired by purchase a plot of raiyati homestead land measuring 1 one katta of land, purchased from one Shewmongal Dikshit s/o late Jagdeo Dikshit of Mandlaguri, by virtue of a deed of sale: -- registered at Siliguri S. R. Office on 4. 5. 81, registered in Book No. 1, Volume No. 65, Page 57 to 62, Being No. 3038, for the year 1981, situated within Pargana Baikunthapur, Mouza, P. S., S. R. Office Siliguri Dist. Darjeeling, in Ward No. 1 of the Siliguri Municipality, and as such from the date of such purchase the Vendor became sole, absolute and -- exclusive owner-in-possession of the said land and 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 presents.

A N D

WHEREAS the Vendor being in need of money for his business purpose has offered for sale the said land as stated above measuring 1 one katta of land fully described in the schedule below.

A N D

WHEREAS the Purchaser being in need of land for her residential purpose has accepted the aforesaid offer of the Vendor and has offered and agreed to purchase the said land measuring 1 one katta as stated above and fully described in the schedule below for Rs. 10,000/- (Rupees Ten thousand) only, free from all encumbrances whatsoever.

A 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 1 one katta fully described in the schedule below for Rs. 10,000/- (Rupees Ten thousand) only, free from all encumbrances whatsoever and the said land is transferred unto the Purchaser in the manner as appearing hereinafter.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid offer and acceptance and also in consideration of Rs. 10,000/- (Rupees Ten thousand) only, paid in cash in full by the Purchaser to the Vendor (the receipt whereof the Vendor does HEREBY acknowledge and grants full discharge to the Purchaser from the payment thereof) the Vendor does hereby grant, convey, assign, sell and transfer unto the Purchaser the aforesaid land fully described in the schedule below free from all encumbrances and make over possession thereof to the Purchaser together with all rights, liberties, privileges, easements, appendices, appurtenances whatsoever belonging to or in any way appertaining to the said land as the absolute estate and all the right, title and interest of the Vendor unto or upon the said land hereby conveyed, expressed or intended so to be TO HAVE and TO HOLD the same subject to the payment of rent and taxes etc payable to the landlord the State of West Bengal.

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

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 and good and perfect power to transfer the said 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.

THE Vendor further covenants that all rent and taxes etc. 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 performed and in case if it transpires otherwise the Vendor shall be liable to indemnify the Purchaser for any loss resulting from any such non-payment, non-observance and non-performance as aforesaid.

THE Vendor further declares that the entire property forming subject matter of the present conveyance is and was in khas, actual and physical 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 hereby transferred, 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. 2/- per cent per month from the date of such deprivation or dispossession and shall also be liable for adequate compensation for the loss or injury attending thereto to be sustained by the Purchaser in consequence thereof.

IT is hereby further declared that the Vendor has not entered into any binding contract with any other persons whatsoever to sell or to transfer otherwise the land conveyed by these presents or expressed or intended so to be or any part thereof and that there exists no charge, mortgage, -- attachment or any other encumbrances whatsoever existing with respect to the aforesaid land or any part thereof at the date of execution of

these presents or in any circumstance as aforesaid the Vendor shall be liable to prosecution for false and fraudulent recitals made herein and shall also be liable to compensate the Purchaser adequately for any 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 acre of land at an annual rental of Rs. 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 Rs. 11=40 (Rupees Eleven & paisa forty) only, the proportionate rent for the demised plot of land is payable to the land lord the State of West Bengal, represented by the J. L.R. O., Siliguri, situated within Parsana Baikunthapur, Mouza, P. S., S.R. Office Siliguri, Dist. Darjeeling, in Ward No. 1 (old) of Siliguri Municipality, J. L. No. 110 (88); Khatian No. 2526; included in part of C. S. Plot No. 219 two hundred nineteen measuring 1 one katta or .017 acre of land was purchased by the Vendor is entirely sold and the demised plot of land is bounded as follows :

NORTH : Road ; EAST : Land of Jagdish Prasad Rath;

SOUTH : Land of Agniraj ; WEST : Land of Vendor proposed to be sold.

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

WITNESSES :

Swapan Kumar Sen
Siliguri
Debraj Guha
Prakash Vagar
Siliguri Darjeeling

The contents of this document have gone through & understood personally by the Vendor.

Navendra Kumar Rath
VENDOR.

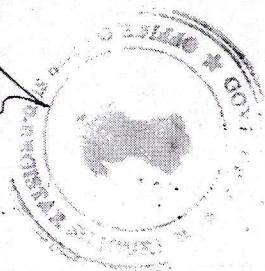
Drafted, prepared and typed by me :

Navendra Nath Sarkar
having Licence No. 1 of 1989 of
Dist. Registrar of Darjeeling.

13.10.95

Signature

26-11-95



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