

Sovendra kumay Ruth

Conveyance :

This Indenture made this the 26th day of July, 1990.

Area: 2 two kattas.

Consideration: Rs. 20,000/-:

P.S. Siliguri :

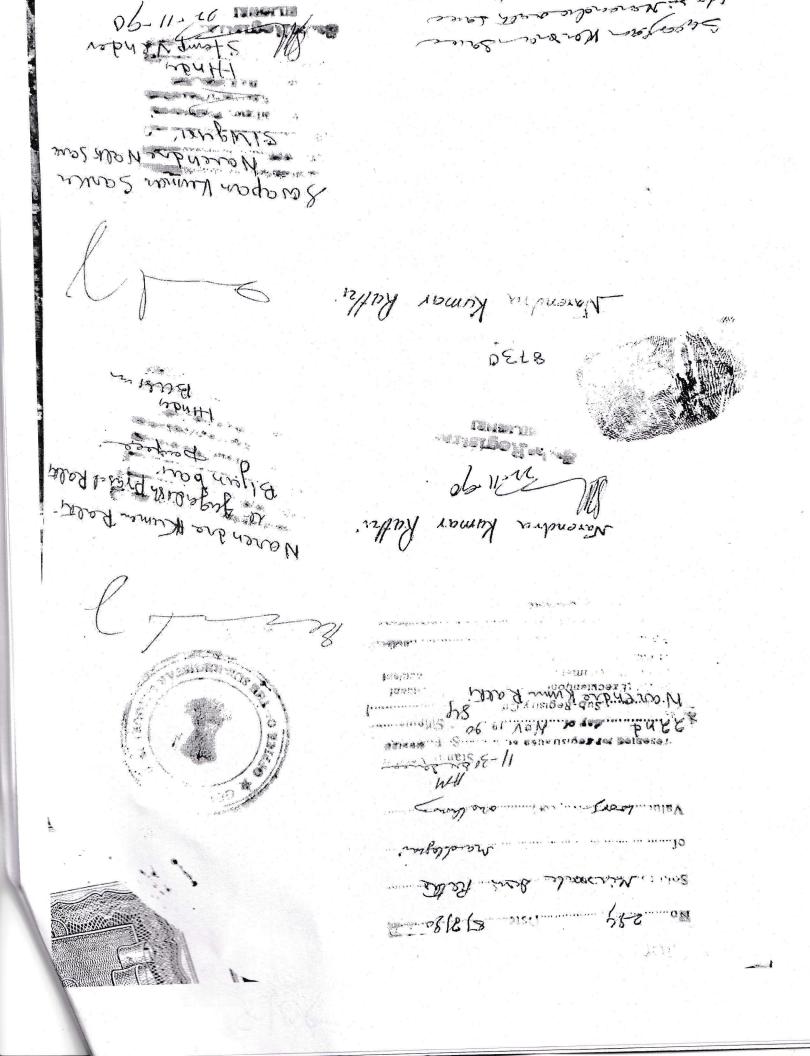
BETWEEN

Srimati NIRMAIA DEVI RATHE, wife of Sri MAHABIR RRASAD RATH Hindu by religion, House-wife etc. by occupation, resident of Mandlaguri Siliguri, Police Station & Sub Registry Office Stiliguri, Dist. Darjeeling - hereinfter 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 ...

ır

:€





N

A

D

Wirendra Kumar Ruth

Sri NARENDRA KUMAR RATHI, son of late Jagdish Prosad Rathi, Hindu by religion, businessman by occupation, resident of Bijanbari Darjeeling, Police Station, Sub Registry Office & Dist. Darjeeling, - hereinafter called the VENDOR (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, administrators, tsuccessors, representatives and assigns) of the OTHER PART.

NUEREAS the Vendor has acquired by purchase a plot of raiyati homestead thand measuring 2 two kattas of land, purchased from one Medal Prosad s/o late Kedar Prosad of Prodhannagore Siliguri, by virtue of a deed of sale, registered at Siliguri S. R. Office on 5. 1. 78, registered in Book No.

1. Volume No. 14, Page 288 to 294, Being No. 86, for the year 1978, situated within Pargana Baikunthapur, Mouza, P. S. & S.R. Office Siliguri Dist. Darjeeling, in Ward (Old) 1 of Siliguri Municipality, and has mutathed the name of the Vendor in the Office of the landlord the State of West Bengal, represented by the J. I. R. O., Siliguri, vide M. C. No.

No. 235

Similar Deni Rathi

Marala Deni Rathi

Macallagua

Value 2000 procharas

Garago

of Navondra Kumar Kutha

779 (P - II) of 80-81, dated 12. 2. 81, and as such from the date of such purchase the Vendor become sole, absolute and exclusive owner-in-possess-ion of the said land and has got right title and interest having perma-nent heritable and transferrable interest therein and the said land has a make 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 2 two kattas of land fully described in the schedule below.

## A N D

WHEREAS the Purchaser being in need of land for his residential and busi ness purpose has accepted the aforesaid offer of the Vendor and has offer -ed and agreed to purchase the said land measuring 2 two kattes as stated above and fully described in the schedule below for Rs. 20,000/- (Rupees Twenty thousand) only, free from all encumbrances whatseever.

## A N D

THEREAS the Vendor has accepted the price so offered by the Purchaser as repair and reasonable price in view of the prevailing highest market rate of land and has agreed to sell the said land measuring 2 two kattas fully described in the schedule below for Rs. 20,000/- (Rupees Twenty thousand tonly, free from allencumbrances whatsoever and the said land is transferred into 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. 20,000/- (Rupees Twenty thousand) only, paid in cash in full by the Purchaser to the Vendor (the receipt whereof the Vendor does hereby acknowledge and grants full dis-chargeto 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

Narondra Kumar Kath

153

and make over possession thereof to the Purchaser together with all rights, liberties, privileges, easements, appendices, appurtenances what—soever 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 a property of the said land hereby conveyed, expressed or intended so to be TO the word of the total 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 sa-id 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 dase 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.

which the Vendor professes to transfer subsists and the Vendor has full to authority, good and perfect power to transfer the said land hereby transeferred, expressed or intended to to be unto the Purchaser in the manner to aforesaid and the Vendor or any person claiming under him shall and will a 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 accruded 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 be indentially the Purchaser for any loss resulting from any such non-payment, non-performance and non-observance as aforesaid.

Navendra Kumar Ruth,

t

154

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 fuller 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 unaforesaid land or any part thereof at the date of execution of these—

presents or in any circumstances as aforesaid the Vendor shall be liable to prosecution for false and fraudument recitals made herein and shall relso be liable to compensate the Purchaser adequately for any loss or to injury to be sustained by the in consequence thereof.

## SCHEDU1 E.

All that piece or parcel of raiyati homestead land measuring 2 two kattas or .034 acre of land at an annual rental of Rs. 0=08 (Paisa eight) only, ar appertaining to and forming part of6.91 acre 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 landlord the State of West Bengal, represented by the J. L. R. O., Siliguri, situated within Pargana Baikunthapur, Mouza, P. S., S. R. Office Siliguri, Dist. Darjeeling, in

Ward No. 1 (old) of Siliguri Munidipality, J. L. No. 110 (88), Khatian No. 2526; included in part of C. S. Plot No. 219 two hundred nineteen measuring 2 two kattas or .034 acre of land was purchased by the Vendor as aforesaid is entirely sold and the demised plot of land is bounded as follows:

6.

NORTH: Road then land of Durge Roy;

SOUTH : Land of Manindra Nath Sen already sold; .

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.

WITKESSES :

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

Narendra Kumar Ruthu VENDOR.

Drafted, prepared & typed by me : t having Licence No. 1 of 1989 of Dist. Registrar of Darjeeling.

ab. 11-12 ) 56:01 EI Thoo,