

This Indenture made this the 4th January, 1978.

Conveyance:

Area: 2 two

Consideration: Rs. 15,000/-

P.S. & Mouza Siliguri-110

Kh. No. 2526 :

Plot No. 219

No co-sharer

T W E E N

Sri Narendra Kumar Rathi, son of Sri Jagdish Prosad Rathi, Hindu by religion, businessman by occupation, resident of Mandlaguri (Prodhannagore), Police Station, Sub Registry Office Siliguri, Dist. Darjeeling - hereinaftercalled 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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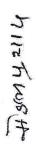
Sri Medal Prasad, s/o late Kedar Prasad, Hindu by religion, business man by occupation, resident of Prodhamnagore Siliguri, Police Station Sub Registry Office & Sub Division Siliguri, Dist. Darjeeling - herein -after called the VENDOR (which expression shall mean and include unless excludedby or repugnant to the context his heirs, executors, administrators, successors, representatives and assigns) of the OTHER PART.

WHEREAS the Vendor has acquired by purchase 1 one katta of raiyati -homestead land from one Sri Ramani Mohon Roy of Mallaguri, by virtue
of a deed of sale, registered at Siliguri S. R. Office on 21. 11. 74,
registered in Book No. 1, Volume No. 106, Page 21 to 25, Beins No. -7994, for the year 1974,

A N D

WHEREAS the Vendor has acquired by purchase 1 one katta of raiyati —
homestead land from one Sri Sohan Lal Haloowai, of Sevoke More Siliguri
by virtue of a deedof sale, registered at Siliguri S. R. Office on —
25. 11. 74, registered at Siliguri S. R. Office on 25. 11. 74, register
—ed in Book No. 1, Volume No. 103, Page 68 to 72, Being No. 8027, for
the year 1974, total in 2 plots measuring 2 two kattas of land situate
within Pargana Baikunthapur, Mouza, P. S., S. R. Office & Sub Division
Siliguri, Dist. Darjeeling, in Ward No. 1 of the Siliguri Municipality
and as such from the date of such purchases the Vendor has got right
title and interest having permanent heritable and transferrable inter—
—est therein and has constructed houses thereon and both the land and
houses thereon are in khas, 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 for his business purpose has offered for sale the said land measuring 2 two kattas of land and the houses standing thereon fully described in the schedule below.

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WHEREAS the Furchaser being in need of a plot of land and house for his business has accepted the said offer and has offered and agreed to purchase the said land measuring 2 two kattas or .034 acre fully described in the schedule below for Rs. 15,000/- (Rupees Fifteen thou -sand) 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 in view of the prevailing highest market rate of land and has agreed to sell the said land fully described in the schedule below for Rs. 15,000/- (Rupees Fifteen thousand) only, free from all encumbrances whatsoever unto the Purchaser and the said property is transferred in the manner as appearing hereinafter.

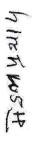
NOW THIS INDENTIRE WITNESSETH that in pursuance of the said offer and acceptance and also in consideration of Rs. 15,000/- (Rupees Fifteen thousand) only, paid in cash by the Purchaser to the Vendor (the receip whereof the Vendor does hereby acknowledge and grant full discharge to the Purchaser from the payment thereof) the Vendor does hereby grant, convey, assign and transfer the said property unto the Purchaser fully described in the schedule below free from all encumbrance and make over possession thereof with all rights, liberties, privileges, easements appendices, appertenantex belonging to or in any way appertaining to the said property as the absolute estate free from all encumbrance and all the rights, titles and interest of the Vendor into 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 etc. payable to the

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 these presents and in case of discovery of any such charge, mortgage, attachment or any other encumbrances whatsoever the Vendor shall be lightly 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 rates rent and other public charges -es payable by the Vendor for the land hereby sold that have accrued due upto the date of these presents have been paid by the Vendor and in case if it transpires otherwise the Vendor shall be liable to indemnify the Purchaser for any loss resulting therefrom.

THE Vendor further declares 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 Furchaser is deprived of possession or of enjoyment of the property 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. 12/- 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 sustained by the Purchaser.

IT is hereby further declared by the Vendor that the Vendor has not entered into any binding contract with any other person whatsoever to sell or to transfer otherwise the property hereby conveyed by these presents or expressed or intended so to be or any part thereof and that 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 property 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 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 (A).

All that piece or parcel of raiyati homestead land measuring 2 two -kattas or .034 point zero three four acre of land at an annual rental
of Rs. 0=08 (Paisa Eight) only, appertaining to and forming part of -6.91 six acre ninety one decimal of land at an annual rental of Rs. -ll=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, situate within Pargana Baikun
-thapur, Mouza, P. S., S. R. Office & Sub Division Siliguri, District
Darjeeling, in Ward No. 1 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 Ven
-dor purchased as aforesaid measuring 2 two kattas or .034 point zero
three four acre of land is sold and the demised plot of land is bound-ed as follows:

NORTH: Road then Land of Durga Roy;

SOUTH : Land of Manindra Nath Sen now sold:

EAST : Land of Shew Mongal Dikshit;

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

SCHEDULE (B).

One Tile roofed "L" pattern wooden wall pucca flooring house standing on the land described in the schedule (A) above is also sold. Holding No. 17 of Ward No. 1 of Siliguri Municipality.

Re. 5,000/-Value of house is at bast lo sufey -/000'OI *88

(Mapees Mitteen thousand) only.

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

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