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Registra
SILIGURI

DEED OF CONVEYANCE

THIS INDENTURE MADE ON THIS 6th
DAY OF JULY, ONE THOUSAND NINE HUNDRED NINETY.

HOMESTEAD LAND:
0.10 (TEN) decimals
Price : Rs. 50,000/-

Mouza : Jitu,
J.L.No. 78, New - 69
P.S. Matigara
Dist. Darjeeling

BETWEEN

Gargy Chatterjee

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Gargi Chatterjee

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Sri Rabindra Chandra Das, son of Late Raj Kumar Das, Hindu by religion, business by occupation, resident of Kamakhya Colony, P.O. and P.S. Jhalokbari Pandu in the District of Kamrup, Gouhati - 12 (Assam), at presently residing at Shibmandir, P.O.Kadamtala, P.S.Matigara, Sub-Division and Sub-Registry Office Siliguri in the District of Darjeeling, West Bengal, hereinafter called the " PURCHASER " (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, legal representatives, administrators and assigns) of the ONE PART.

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Smt. Gargi Chatterjee, wife of Sri Bipul Chatterjee, Hindu by religion, House-wife by occupation, resident of Hakimpura, P.O., P.S., Sub-Division and Sub-Registry Office, Siliguri in the District of Darjeeling, West Bengal, hereinafter called the " VENDOR " (which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, successors, legal representatives, administrators and assigns) of the OTHER PART.

WHEREAS the Vendor hereof is the absolute owner in sixteen annas share and in exclusive khas and physical possession of all that piece or parcel of homestead land measuring 0.10 (ten) decimals as fully described in the

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Scheduled below free from all encumbrances and charges whatsoever, having permanent, heritable and transferable right, title and interest therein, by virtue of Purchase for valuable consideration from Sri Protiva Nath Saha, son of Sri Pramatha Nath Saha of Haiderpur in the District of Malda, West Bengal, presently at Siliguri town, P.O. and P.S. Siliguri, District Darjeeling, West Bengal and Registered in the Office of the Sub-Registrar, Siliguri being document no. 2209/88 (dated 22.3.88) for the year 1988.

A N D

WHEREAS the Vendor, being in need of money for her own developmental plans, has firmly and finally decided to sell and has also offered for sale her said below scheduled land measuring 0.10 (ten) decimals (hereinafter referred to as the below Scheduled land for the sake of brevity) disclosing the aforesaid facts relating to the said below scheduled land and declaring the same free from all encumbrances and charges whatsoever.

A N D

WHEREAS the Purchaser, relying on the aforesaid statements of the Vendor, had agreed to purchase the said below scheduled land of the Vendor at or for the price of - Rs. 50,000/- (Rupees fifty thousand) only, free from all encumbrances and charges whatsoever.

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WHEREAS the Vendor, considering the price so offered by the Purchaser as fair, reasonable and highest in the prevailing market, had firmly and finally agreed to sell her said below scheduled land to the purchaser hereof at or for the price of Rs.50,000/- (Rupees fifty thousand) only, free from all encumbrances and charges whatsoever.

NOW THIS INDENTURE OF SALE WITNESSETH that in pursuance of the aforesaid offer, acceptance and in consideration of the sum of Rs.50,000/- (Rupees fifty thousand) only paid by the purchaser this day to the Vendor as price (the receipt whereof the Vendor does hereby acknowledge as having received and the Vendor also grants full discharge to the Purchaser from the payment thereof) the Vendor DOTH hereby convey, assign, sell and transfer his said below scheduled land together with all her right, title, interest, hereditaments, liberties, easements, trees and fences etc. whatsoever in any way belonging to or reputed to belong therewith and makes over possession thereof unto and in favour of the Purchaser absolutely and for ever TO HAVE AND TO HOLD the same as an absolute estate by the Purchaser as exclusive owner thereof, peaceably and quietly, with permanent, heritable and transferable right, and without any claim, objection, interference or interruption from the Vendor or any person or persons claiming under him, subject to the payment of land revenue and other taxes to the Superior Landlord- now the Govt. of West Bengal.

The Vendor declares that the interest which he professes to transfer hereby subsists as on the date of these presents and that there exists no previous transfer, mortgage, contract

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for sale or otherwise by the Vendor in favour of any other person or party respecting the said below scheduled land or any part thereof, and that the recitals made hereinabove are all true, and in the event of any contrary is proved, the Vendor shall be liable for the same and shall also be liable to make good the loss or injury which the purchaser may suffer or sustain in consequence thereof.

The Vendor further covenants with the purchaser that if for any defect of title of the said below scheduled land or for any act done or suffered to be done by the Vendor, the Purchaser be deprived of ownership or of possession of the said below scheduled land or any part thereof in future, then the Vendor shall return to the purchaser the full or proportionate part of the consideration money as the case may be together with an interest @ Rs.18% (eighteen percent) per annum from the date of such deprivation of ownership or of possession, and the Vendor shall also pay adequate compensation to the Purchaser for any other loss or injury which the purchaser may suffer or sustain resulting therefrom.

SCHEDULE OF LAND SOLD BY THIS DEED:

ALL THAT PIECE OR PARCEL of homestead land measuring 0.08 eight decimals of plot/Dag No.31 (thirty one) recorded in Revisional Settlement Survey's Khatian No.8/23 (eight by twenty three) and land measuring 0.02 two decimals of Plot/Dag No.31 (thirty one) recorded in Revisional Settlement Survey's Khatian No.8/22 (eight by twenty two)

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= Totalling homestead land measuring 0.10 (ten) decimals of Mouza Jitu, J.L.No.78, New J.L.No.69 within the Jurisdiction of Police Station Siliguri, present P.S.Matigara, Sub-Division and Sub-Registry office Siliguri, Pargana Patharghata, Touzi no.91, District Darjeeling is sold by this Deed of Sale. Measurement of the land by North - 50 ft., by South-36 ft, by East -100 ft., by West -110 ft.

The land is bounded as follows :--

- In the East : Land of Sri Subhrangshu Karanjai;
- In the West : Land of Sri Narayan Ch. Ghosh;
- In the North : Land of Sri Narayan Chandra Ghosh;
- In the South : Anchal Kacha Road measuring 18 Ft. (Shyama Prosad Mukherjee Road).

Yearly rent for the land hereby sold is Rs. 0.36 paisa for Khatian No.8/13 and Rs. 0.10 paisa for Khatian No.8/22 payable to the Superior Land-Lord - now the Govt. of West Bengal.

IN WITNESS WHEREOF the Vendor, in good health and conscious mind, has set and subscribed his hand on the day, month and year first above written at Siliguri on this Deed of Sale (Conveyance).

WITNESS :-

1. *Biraj Chatterjee*
90 So. No. 10. Chatterjee.
Hakimpara Siliguri
2. *S/o Sri Jitendra Kumar Ghose*
Siliguri.

Drafted by me and typed
in my Office :

Subodh Chandra Pal.
Advocate/Siliguri.