



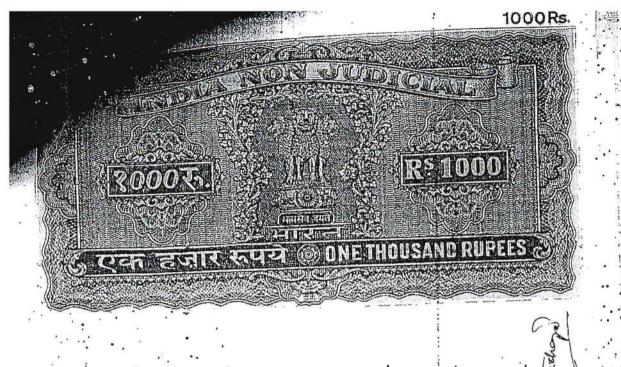


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THIS DEED OF CONVEYANCE IS MADE ON THIS THE. 22.74...... DAY OF MARCH, 2005.

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DESCRIPTION OF CONVEYANCE

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Pargana: Patharghata

Land Measuring: 4 Decimal Pargana: I Khatian No: 709 (Hal) Old 17/8 & 245/2 Plot No: 548 (Hal) Old 350 J.L. No.70 J.L. No. 70 Old: 79 District : Danjeeling Mouza : Bairatisal

Touzi No. 91 P.S; Matigara

Total Value: Rs.1,00,000/-

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SMT MOUSUMI PODDAR, Wife Sri Lipesh Ranjan Poddar, Hindu by religion, Housewife by occupation, Indian by Nationality, residing at C/c. Mr. Sushendu Roy, 448 Surya Nagar, Dabgram, P.O. Rabindra Saram, P.S. Siliguri, District Darjeeling, hereinafter called the <u>PURCHASER</u> (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 <u>FIRST PART</u>.

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SRI RAJ MOHAN BHATTACHARYA, Son of Late Kunja Kishore Bhattecharya, Hindu by religion, Retired Person, Indian by Nationality, residing at Urmila Bhawan, Jail Road, Shilong, Meghalaya, hereinafter called the VENDOR (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 SECOND PART.

AND WHEREAS the vendor is the absolute owner of the landed property measuring 4 decimals recorded in Khatian No: 709 (Hal) Old 17/8 & 245/2, Pargana Patharghata, Plot No. 548 (Hal) Old 350, J.L. No. 70 Old 79, Touzi No. 91, Mouza Bairatisal, P.S. Matigara, District Darjeeling, more fully described in the schedule below which he purchased the said plot of land by virtue of Deed of Sale being No.3280, recorded in Book No.I, Volume No.54, Pages 301 to 304 registered at Siliguri A.D.S.R. Office on 15.09.1997. purchase from Smt. Mamata Roy Wife of Sri Bijay Roy of Atharkhai, Shbmandir, P.S. Matigara, District Darjeeling.

AND WHEREAS said Smt Mamata Roy possess the said plot of land measuring .043 Acre by virtue of Deed of Partition being No.1848 registered at Siliguri Sub-Registry Office on 07.03.1988 and latter sold 4 decimals in favour of Sri Raj Mohan Bhattacharya or the present vendor.

AND WHERAES after purchased the said plot of land the vendor become the absolute owner of the said plot of land and having with the permanent, heritable, transferable right, title and interest therein and recorded his name with the present Khatian or Hal Khatian Vide No.709, Plot No.548 accordingly from the concern authority.

AND WHEREAS the vendor of this Deed of Conveyance at present being in need of money for development of his other property circulated the intention to sale the below schedule mentioned Homestead land measuring 4 decimals of Land as fully described in the schedule below (hereinafter referred to "BELOW SCHEDULE VACANT LAND" for the shake of brevity) of her aforesaid land free from all encumbrances and charges whatsoever, the vendor declare in that the said below schedule vacant land to be under her khas, actual and physical possession.

AND WHEREAS the purchaser/vendee knowing about the intention of the vendor, as aforesaid offer to purchase the below schedule landed property for a consideration of Rs.1,00,000/- (Rupees One Lac) Only, free from all encumbrances whatsoever.

AND WHEREAS the vendor accepted the said offer as being reasonable and the consideration to be in consonance with the prevailing highest market value and agree to sale the below schedule landed property to the purchaser free from all encumbrances whatsoever.

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NOW THIS INDENTURE OF CONVEYANCE WITNESSETH THAT, in pursuance of the aforesaid offer, acceptance and in consideration of the sum of Rs. 1,00,000/- (Rupees One Lac) Only paid by the purchaser this day to the vendor (the receipt whereof the vendor doth hereby admit and acknowledge as having fully received and the vendor grants full discharge to the purchaser from the payment thereof) the vendor doth hereby convey, assigns, sale and transfer the below schedule land and makes over possession thereof unto and in favour of the purchaser together with all right title, interest, easement, liberties, appendages and appurtenances whichever anyway belonging to or reputed to belong their with TO HAVE AND TO HOLD the same and absolute estate peaceably and quietly with permanent, heritable and transferable right, title and interest and without any interference or interruption from the vendor or any person of persons claiming under their subject to the payment of land revenue or other taxes to the superior landlord the State of West Bengal. That free and clear and freely and clearly absolutely acquitted exonerated and released or otherwise by and at the cost and expenses of the vendor well and sufficiently indeminified of from any against all and all manner of claim, charges, liens, debts, attachment, and encumbrances, whatsoever made or suffered by the vendor or any of his predecessors-in-title or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER that the vendor shall and will from time to time and all times hereafter at the request and cost of the purchaser do and execute or come to be done and executed all such Acts, deeds and things whatsoever for further betterment and more predictably assuring the said property and any part of thereof up to and to the use of the purchaser according to the true intent and meaning of thing deed as shall or may be reasonable required AND FURTHER MORE THAT, the vendor shall at all times hereafter indennify and keep indemnified the vendor against any loss damages, cost, charges and expenses if any suffered by reason of any defect of title of the vendor or any breach of the covenants herein contained or the vendor shall pay 18% P.A. to the purchaser or her hires from the date of dispossession from his sold land.

SCHEDULE OF THE VACANT LAND HERE BY SOLD

ALL THAT PIECE AND PARCEL OF landed property measuring 4 decimals recorded in Khatian No: 709 (Hal) Old 17/8 & 245/2, Pargana Patharghata, Plot No. 548 (Hal) Old 350, J.L. No.70 Old 79, Touzi No. 91, Mouza Bairatisal, P.S. Matigara, District Darjeeling. The said land butted and bounded as:

NORTH := Land of Manoranjan Paul;

SOUTH := Land and House of Narayan Ghosh and Swadesh Sarkar;

EAST := Land of Narayan Ghosh;

WEST := Sold land of Pratul Kumar Kar,

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ght.

IN WITNESS WHEREOF THESE PRESENTS IS EXECUTED AND DELIVERED BY THE VENDOR IN PRESENCE OF THE WITNESSES ON THE DAY, MONTH AND YEAR AS MENTIONED HEREIN-ABOVE.

WITNESSES:

1. Rougit Sula.

Sto Cate Gasai Das Sala.

Heurmana
Sulam

Drafted, Readover and Explained the Content to the Parties in their own languages

selection Warrely

Debasish Chakraborty Advocate/Siliguri E.No. 202/210/90

AND FINGERS PRINT OF TINGER FIRST FINGER MIDDLE FINGER RING FINGER SMALL FINGER RIGHT HAND FINGERS FRINT OF THUMB FINGER FIRST FINGER MIDDLE FINGER RING FINGER SMALL FINGER SIGNATURE=> LEFT HAND FINGERS PRINT OF THIMB FINGER | FIRST FINGER | MIDDLE FINGER | RING FINGER RIGHT HAND FINGERS PRINT OF THUMB FINGER FIRST FINGER | MIDDLE FINGER | RING FINGER | SMALL FINGER LEFT HAND FINGERS PRINT OF LEBERT Ranjan Goddles SIGNATURE=> THUMB FINGER - FIRST FINGER MIDDLE FINGER | RING FINGER | SMALL FINGER RIGHT HAND FINGERS PRINT OF THUMB FINGER | FIRST FINGER | MIDDLE FINGER | RING FINGER | SMALL FINGER SIGNATURE => Moushumi Jodden. LEFT HAND FINGERS PRINT OF SMALL FINGER THUMB FINGER | FIRST FINGER | MIDDLE FINGER | RING FINGER | RIGHT HAND FINGERS PRINT OF THUMB FINGER : FIRST FINGER | MIDDLE FINGER | RING FINGER | SMALL FINGER

SIGNATURE=>

. Snot Mousumi Poddar,

15fo Soi Li þesh Banjan Poddar, Clo Mr. Sushendu Ruy, 448, Suryanagar, Dabgram, P.o. Rabindre Sarani,

Ref : His/Her/Their prayer Dt. vide Mutation Case No 8651x 11 RT ATH -1 / 2W5:-08.

He She/They is/are informed that htt.

her/their name has/have been mutated in respect of the land described in the schedule Lelow :-

THE SCREEULE OF LAND

District : Darjeeling, Polic-

illiquot/Natiodia/Phanalacma

Mousa: Bairatisal_

J.L. NO: _ 70 _ _ Khatler No. 1407 Plot No. 548 (Part)

Area : 0.04 acres

Precrised Authority w/s 50 of the West Bengal

Reforms Act 1955 Researe Officer;

e. i. & t. R. O's diffee

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areidewa, Naxalbari/Kharibari plack for his information and taking "necessary action.

> Prescrabed Authority u/s 50 of the West Dengal Land, Reforms Act, 1955

