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SRI VINOD KUMAR GOEL Son of Sri Nand Kishore Goel Hindu by religion, Business by occupation, residing at 2nd Mile, Sevoke Road, P.O. Sevoke Road, P.S. Bhaktinagar, District Jalpaiguri, *here-in-after* called the "PURCHASER" (Which expression shall mean and include unless excluded by or repugnant to the context, his heirs, executors, successors, administrators, representatives and assigns) of the <u>ONE PART</u>.

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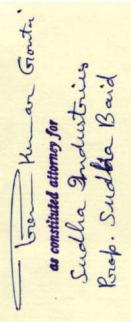
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SRI VINOD KUMAR COUNTY AND SALE COLOR CONTROL OF SHIPPING BUSINESS by occupation, residue County and state of the County of the

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M/S SUDHA INDUSTRIES - Prop. SMT SUDHA BAID Wife of Sri Ashoke Kumar Baid Hindu by religion, Business etc. by occuption, residing at 111 Southern Avenue Flat 12-A, Kolkata- 29, Represented by her Constituted Attorney SRI PREM KUMAR GOUTHI Son of Late Dulichand Gouthi Hindu by religion, Business by occuption, residing at Basant Vihar Complex, Donbosco Connection Road, Sevoke Road, P.O. Sevoke Road, P.S.Bhaktinagar, District Jalpaiguri. (Vide Powar Of Attorney, dated 23.04.2001) here-in-after called the VENDOR, (Which expression shall mean and include unless excluded by or repugnant to the context, her heirs, executors, successors, administrators, representatives and assigns) of the OTHER PART.

WHEREAS the Vendor has acquired by purchased of raiyati land measuring 0.33 acres of land from one Sri Durgeshwar Singh & other of Chayanpara, Dabgram, P.S. Bhaktinagar, District Jalpaiguri, by virtue of a Deed of Sale dated 08.01.85 in Book No.I, Vol. No. 2, Pages 187 to 198 Being Sale Deed No.137 for the year 1985 registered at Sadar Joint Sub-Registry Office, Jalpaiguri, and measuring 0.165 acres of land from one Sri Seblal Roy of Chayanpara, Dabgram, P.S. Bhaktinagar, District Jalpaiguri, by virtue of a Deed of Sale dated 08.01.85 in Book No.I, Vol. No. 2, Pages 199 to 210 Being Sale Deed No.138 for the year 1985 registered at Sadar Joint Sub-Registry Office, Jalpaiguri, and measuring 0.33 acres of land from one Sri Bir Singh Roy of Chayanpara, Dabgram, P.S. Bhaktinagar, District Jalpaiguri, by virtue of a Deed of Sale dated 08.01.85 in Book No.I, Vol. No. 2, Pages 211 to 222 Being Sale Deed No.139 for the year 1985 registered at Sadar Joint Sub-Registry Office, Jalpaiguri and measuring 0.33 acres of land from one Sri Bir Singh Roy of Chayanpara, Dabgram, P.S. Bhaktinagar, District Jalpaiguri, by virtue of a Deed of Sale dated 08.01.85 in Book No.I, Vol. No. 2, Pages 223 to 234 Being Sale Deed No.140 for the year 1985 registered at Sadar Joint Sub-Registry Office, Jalpaiguri total in 4 seperate deeds purchased by the Vendor 1 155 acres of land, situated within Pargana Baikunthapur, Mouza Dabgram, P.S. Bhaktinagar, S.R. Office and Dist. Jalpaiguri. And as such from the date of such purchase the Vendor has got right title and interest having permanent heritable and transferable interest therein and the said land is 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 has offered for sell 16 Kathas 14 Chh. or 0.281 acres of land fully described in the Schedule below.

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WHEREAS the Purchaser being in need of land has accepted the said offer of the Vendor and has offered and agreed to purchase the said land measuring 16 Kathas 14 Chh. or 0.281 acres. of land of the Vendor fully described in the Schedule below and delineated in the plan marked "B" and shown by red colour annexed herewith and forming part of these presents for Rs.1,10,000/- (Rupees One Lakh Ten Thousand) only, free from all encumbrances and whatsoever.

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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 16 Kathas 14 Chh. or 0.281 acres. of land of the Vendor fully described in the Schedule below and delineated in the plan marked "B" and shown by red colour annexed herewith and forming part of these presents for the sum of Rs. 1,10,000/- (Rupees One Lakh Ten Thousand) only, free from all encumbrance whatsoever, unto the Purchaser and the said land is transferred in the manner as appearing hereinafter.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the aforeasid offer and acceptance and also in consideration for the sum of Rs. 1,10,000/- (Rupees One Lakh Ten Thousand) only, paid by the Purchaser to the Vendor (the receipt whereof the Vendor do hereby acknowledges and grant full discharge to the Purchaser from the payment thereof), the Vendor does hereby grant, convey, assign, sell and transfer unto the purchasers the aforesaid land fully described in the Schedule below and delineated in the plan marked "B"and shown by red colour annexed herewith and forming part of these presents and make over vacant and khas possession therof to the Purchasers together with all rights, liberties, easements, privileges, appendices, appurtenances whatsoever belonging to or in any way appertaining to the said land and the absolute estate, free from all encumbrances whatsoever 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.

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It is further covenanted that the land described in the Schedule below is held by the Vendor has not been surrenderred or forfeited and 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 or any encumbrances whatsoever the Vendors 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 the loss or injury that the Purchaser shall have to suffer in consequence thereof.

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The Vendor further covenants that all rents and taxes 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 indemnify the Purchaser for any loss resulting therefrom.

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The Vendor further declares that the entire perperty 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 be deprived of possession or of enjoyment of the land 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 Purchases the full or proportionate part of the consideration money together with the prevailing market rate of interest percent per money 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 in consequence thereof.

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It is further declared by the Vendor that the Vendor has not entered into any binding contract with any other persons whatsoever to sell or transfer or otherwise the land hereby conveyed by these presents or expressed or intended so to be or any part thereof and that there subsists no such contract of sale or transfer, charge, mortgage, attachment or encumbrances whatsoever existing with respect to the aforesaid land or any part therof at the date of execution of these paresents or if any of the recitals made herein are proved to be false or fraudulent the Vendor shall be liable to prosecution and shall also be liable to compensate the Purchaser adequately in consequence thereof.

SCHEDULE OF LAND

All that piece or parcel of raiyati land measuring 16 Kathas 14 Chh. or 0.281 acres of land, at an annual rent of Rs. 1.04 Paisa only, appertaining to and forming part of 19.35 acres of land at an annual rent of Rs. 50/- only, the proportionate rent for the demised plot of land is payable to the Landlord the State of West Bengal, represented by the B. L. & L. R. O. Rajganj, situated within Pargana Baikunthapur, Mouza Dabgram, P.S. Bhaktinagar, S.R. Office and Dist Jalpaiguri, J.L. No.2, Touji No.3, Hal Khatian No.634 (Six Hundred Thirty Four), Hal Sheet No.4 (Four), included in Part of Plot No.25 (Twenty Five) measuring 5.81 acres out of that 16 Kathas 14 Chh. or 0.281 acres of land is hereby sold and the demised plot of land is delineated in the plan marked "B"and shown by red colour annexed herewith and forming part of these presents and the demised plot of land is bounded as follows:-

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North:

Land of Vsakar Biswas.

South:

Land of Sri Saket Goel purchased today, marked

"A" in the site plan.

East :

Land of Purchaser purchased today, marked

"C" in the site plan.

West:

60'-00" wide Road.

IN WITNESS WHEREOF, the Vendor do hereunto set her respective hand on the day, month and year first above written.

WITNESSES:

1. Pradip Kumar Safa as constituted attorney for Jaypangum. Sudha Industries Prop. Sudha Bou'd

Typed by me

Pradip Kumar Saha.

(PRADIP KUMAR SAHA)

Jalpaiguri

VENDOR

Readover, Explained & Prepared by me

Katem Oky (Deed - Writer, Licence No.04)

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