





= 3 = OF Rs. 24,30,000/-VALUE AREA 60 COTTA SHEET NO. 9, PLOT NO. 312 G.P. AREA, MOUZA- DABGRAM P.S. BHAKTINAGAR

THIS INDENTURE is made on 12,5 B. Day of 1467..... 2005

### BETWEEN

SRI NIRANJAN KUMAR MITTAL Son of Late Punam Chand Mittal, by Caste Hindu, Citizen of India, resident of P.C. House 2nd Mile Sevoek Road, P.O. Sevoke Road, P.S. Bhaktinagar, Dist. Jalpaiguri DR. KRISHNA AGARWAL Wife of Dr. Rajendra Kumar Agarwal by Caste Hindu, Citizen of India, resident of Panjabi Para Siliguri, P.O. & P.S. Siliguri, Dist.Darjeeling, 3. SRI NEM CHAND JAIN Son of Late Amar Chand Jain, by Caste Hindu, Citizen of India, resident of 2 1/2 Mile Sevoek Road, P.O: Sevoke Road, P.S. Bhaktinagar, Dist.Jalpaiguri hereinafter called the PURCHASERS (which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, successors, administrators, representatives and assigns ) of the ONE PART

J. SMT. ILA PAUL Wife of Sry Pran Krishna Paul 2 SMT. PAPIYA PAUL Wife of Sri Anil Paul 3. SMT TINKU PAUL Wife of Sri Sanjit Paul, All are by Caste Hindu - Citizen of India, resident of Hakim Para Siliguri, P.S. Siliguri, Dist. Darjeeling hereinafter called the VENDORS ( Which expression shall mean and include unless excluded by or repugnant to the context their heirs executors, successors, administrators, representatives and assigns ) of the OTHER PART.

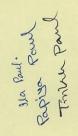
WHEREAS One Jogendra Nath Roy S/o Ranajit Roy of Hakim Para Siliguri was the owner in possession of the land measuring 3.80 acre as recorded during the revisional Settlement in Attestation No. 2024, under R.S. Khatian No. 602/2, Sheet no. 9, Comprising Plot No. 312 to the extent of 6 annas 3 Ganda 2 Kara share in the lands of the said Khatian = 4 =

as recorded , situated within Mouza Dabgram P.S. Bhaktinagar ( former Rajganj ) , District Jalpaiguri and while in physical possession as sole, absolute and exclusive owner thereof the said Jogendra Nath Roy conveyed and transferred the land measuring 1.03 acre in favour of Kartick Adhikary S/o Nalini Mohan Adhikary of Ashram Para Siliguri by virtue of a registered sale deed , recorded in Book No. I, Vol No. 37 , Pages 280 to 281, Being deed no. 2956 dated 19.4.1976 at Sadar Joint S.R. Office jalpaiguri .

AND WHEREAS said Kartick Adhikary was absolute owner of the said land purchased by virtue of the aforesaid sale deed being no. 2956 and duly recorded mutated his name in respect of the said land in the office of the B.L.&.L.R.O. Rajganj , Vide. M/Case No. IX – II- 1358 of 82 – 83 , while exclusive owner thereof died Unmarried intestate leaving behind his bother and sisters viz, Ganesh Adhikary , Smt. Bithi Adhikary , Smt. Malati Rani Acharjee , Smt. Mukti Maitra & Smt. Iti Acharjee as his only legal heirs who jointly inherited and became absolute , sole and exclusive owners thereof conveyed and transferred the said land in favour of Smt. Ila Paul & Smt. Papiya Paul by virtue of a registered sale deed , recorded in Book No. I, Vol No. 60°, Pages 391 to 394 being Deed no. 6486 dated 9.12.1988 at A.D.S.R. office Jalpaiguri .

AND WHEREAS said Smt. Ita Paul & Smt. Papiya Paul was absolute owners of the said land jointly purchased by virtue of the aforesaid sale deed being no. 6486 as mentioned herein above while exclusive owners thereof jointly conveyed and transferred the land measuring 0.343 acre in favour of the Present Vendor no. 3 Smt. Tinku Paul by virtue of a registered sale deed , recorded in Book No. I, being Deed no. 389 dated 17.7.2003 and admitted on 1.2.2005 at S.R. office Rajganj

**AND WHEREAS** said Smt. Tinku Paul being the Vendor no. 3 was absolute owner of the said land measuring 0.343 acre purchased by virtue of the aforesaid sale deed being no. 389 as mentioned herein above and duly recorded mutated his name in respect of the said land in the office of the B.L.&.L.R.O. Rajganj , Vide. M/Case No. IX - II - 120 D - I / 05 - 06



as such purchase the vendor no. 3 has been possessing, enjoying occupying the same as sole, absolute and exclusive owner till the date of these presents

AND WHEREAS the present Vendor no. 1 Smt. Ila Paul & no.2 Smt. Papiya Paul was absolute owners of the said land measuring 1.03 acre jointly purchased by virtue of the aforesaid sale deed being no. 6486 as mentioned herein above while exclusive owners thereof jointly conveyed and transferred the land measuring 0.343 acre in favour of the Present Vendor no. 3 Smt. Tinku Paul by virtue of a registered sale deed, recorded in Book No. I, being Deed no. 389 dated 17.7.2003 and admitted on 1.2.2005 at S.R. office Rajganj and remaining 42 Cotta of land was absolute owner thereof, the said Ila Pual & Papiya Paul Partition their said land between us by virtue of a registered deed of Partition, being Deed no. 3890 dated 16.12.2004 in the office of the D.S.R. jalpaiguri and duly recorded mutated their names in respect of the said land in the office of the B.L.&.L.R.O. Rajganj, Vide. M/Case No. IX – II-114 D-1/ 05-06 and M/Case No. IX - II-121 D-I/05-06 respectively, as such the vendor nos. 1 & 2 have been possessing, enjoying, occupying the same as sole, absolute and exclusive owners till the date of these presents

AND WHEREAS the vendor nos. 1, 2 & 3 being in urgent need of money have jointly offered for sale measuring 60 Cotta of land more fully described in the schedule hereunder, free from all encumbrances whatsoever.

AND WHEREAS the purchasers being interest to purchase the said plot of land measuring 60 Cotta morefully described in the schedule hereunder , for consideration sum of Rs. 24,30,000/- (Rupees Twenty Four Lacs Thirty Thousand ) only, free from all encumbrances whatsoever. = 6 =

AND WHEREAS the vendors have accepted the price so offered by the purchasers as fair and reasonable in view of the prevailing highest market rate of land and have agreed to sell the said land as mentioned schedule hereunder ,for the sum of Rs. 24,30,000/- (Rupees Twenty Four Lacs Thirty Thousand ) only, free from all encumbrances whatsoever unto the purchaser and the said land are transferred in the manner as appearing hereinafter.

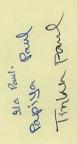
NOW THIS INDENTURE WITNESSETH, that in pursuance of the said offer and acceptance and also in consideration for the sum of Rs. 24,30,000/- (Rupees Twenty Four Lacs Thirty Thousand ) only, paid by the purchasers to the vendors ( the receipt whereof the vendors do hereby acknowledge and grant full discharge to the purchasers from the payment thereof).

The vendors do hereby grant, convey assign and transfer unto the purchasers the said land hereby sold fully described in the schedule below, free from all encumbrances and make over possession thereof together with All rights, liberties, previleges, easements, appendices appurtenances belonging to or in any way appertaining to the said land as the absolute estate and all the rights, title and interest of the vendors into or upon the said land hereby sold so to be TO HAVE AND TO HOLD that same subject to the payment of rent payable to the landlord the Govt. of West Bengal.

### A N D

It is further covenant that there exists no charge, mortgage, attachment or any other encumbrances of the said land hereby transferred or any part thereof at the date of these presents and in case of any such charge, mortgage, attachment or any other encumbrances whatsoever the vendors shall be liable to compensate the purchasers adequately for any other loss that the purchasers has to suffer in consequence thereof.

#### A N D



= 7 =

The vendors further covenant that all rents and public charges payable by the vendors for the said land hereby sold and in case if it transpires otherwise the vendors shall be liable to indemnify the purchasers for any loss resulting therefrom.

A N D

The Vendors further declares that if the purchasers is deprived of possession of the said land or any part thereof for the defect of title of the vendors and shall be liable to compensate the purchasers or to return to the purchasers the full or proportionate part of the consideration money as the case may be together with interest from the date of such deprivation or dispossession.

### A N D

It is further covenant that the vendors has not entered into any other contract with any other person for sale ,transfer or mortgage of the said land hereby sold or any part thereof and there exists no charge, mortgage attachment sale or transfer at the date of these presents and if any recitalsmade herein are proved to be false the vendors shall be liable to compensate the purchasers adequately for the loss to be sustained by the purchasers in consequence thereof.

# SCHEDULE OF LAND

All that piece or parcel of raiyati land measuring 60 (Sixty) Cotta or 0.99 acre at an annual rent of Rs. 1.60 paise only, appertaining to and forming part of 10.82 acres of land at an annual rent of Rs. 48/- only, the proportionate rent for the demised plot of land is payable to the landlord the Govt of west Bengal represented by the B.L.&.L.R.O. Rajganj situated within Pargana Baikunthapur, Mouza Dabgram , J.L. No. 2 P.S. Bhaktinagar , S.R. office & District Jalpaiguri , Attestion No. 2024 appertaining to R.S. Khatian No. 602/2 , in Sheet No. 9, comprising part of plot No. 312 measuring 60 Cotta or 0.99 acre of land are hereby sold and the sold land are shown in the site plan by the red demarcation annexed herewith and forming part of these present.

### The Demised plot of land are butted and bouded as follows:-

NORTH-Land of Rabindra Nath Roy, Miting Roy, Sagarika

Devi, & Others

SOUTH -19' Wide High Drain and then 20' Wide Road

Land of Himalayan Coach EAST -

WEST -Land of I.O.C. Pipe Line,

### Measurment of the Sold land:-

NORTH - 158' -00" SOUTH - 155'-06", EAST- 275'-00", WEST-278'-05"

IN WITNESS WHEREOF the Vendors put their signatures on this deed on the day month and year first above written.

#### WITNESSES:

Prepared by me FINA Kaul Larkar (Pijush Kanti Sarkar) Deed Writer, Jalpaiguri Licence No. 26.

1. Amil Paul.

Sedam paul.

Nazruf sarni.

Seliguri.

2. Mel Takes A Li

Pla Mel, matinyaddin

Praketinagae

L'Liguri.

Typed by me (S. SAHA)

Sign

PF Fu Sig

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## **EXECUTANT SHEET**

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	Right Hand			(3)		
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Signature of R. O.

Signature with date

Signature of Identifier