Siliguri Motels Pvt. Ltd

7886 12/12/90

25 P

INDIA

पच्चीस पैसे पच्चीस पैसे

भारत

TWENTY FIVE PAISE

5 Rs. COURT FEE — पाँच रुपये FIVE RUPEES

4 COURT FEE — चार रुपये FOUR RUPEES

50 P. COURT FEE — ५० पैसे 50 PAISE

25 P. COURT FEE — २५ पैसे 25 PAISE

Certified copy of Deed No - 7886 A
1990

St. 500 × 5 = 25,000
Stamp - 5

12/12/90

J. K. Sengupta

A - 2189=00
1=80
2190=80

Sd

12-12-90

Sub Registrar
SILIGURI

Sd J. K. Sengupta

Sd

Sub Registrar
SILIGURI

Certified A.D.
Jyoti K Sengupta
S/o, Ava Pd. Sengupta
of 18 - Bidhan Pd.
P.S. Siliguri
Occ - Business
Ly Cost - HW
Ly Perform - Farm
J. K. Sengupta

Sd

Pitri Sengupta
W. J. K Sengupta
of - Siliguri
Occ - Business
Ly Cost - HW
Ly Perform - House-wife

Sd Pitri Sengupta

Sd

Sub Registrar
SILIGURI
12/12/90

1a/1275

197 12.12.90

Sri Bamik,
Sri Jhu
Pintwentabi vep,
A. Das,

N. J. Stamp Rs 0.25 P.
C.F. Stamp Rs 9.75 P.

Total Rs 10/00 (Rs. Ten) only

As per Notification No 1201 F.T., Dt. 17-4-89

A. Das.
Stamp Vendor,
Siliguri Court.

8665/ 7886 - 12/12/90

5000Rs.

INDIA NON JUDICIAL

५000रु.

Rs 5000

सत्यमेव जयते

भारत

पाँच हज़ार रुपये FIVE THOUSAND RUPEES

Raiyoti Homestead land: 0.1225-acre, together with tin shed etc. standing thereon.

Price:Rs.2,00,000/00 only

P.S.Siliguri.

DEED OF SALE

This Indenture is made on this the 12th day of December One thousand nine hundred and Ninty.

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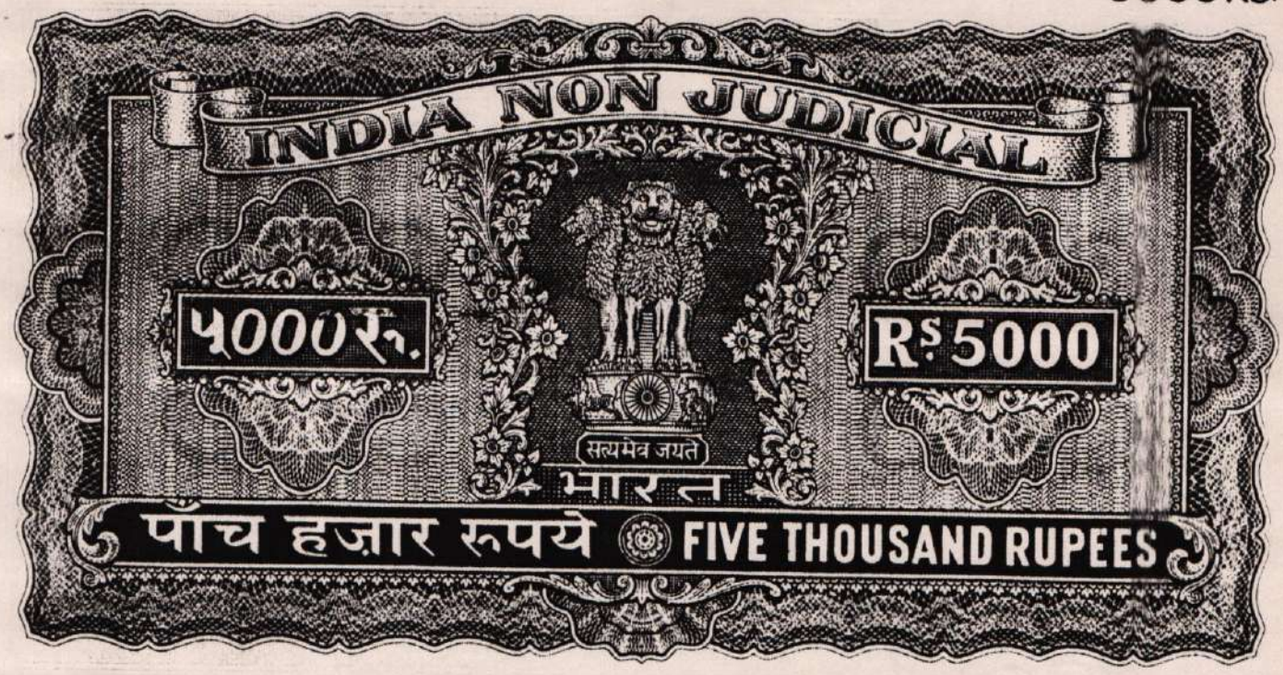
5000Rs.

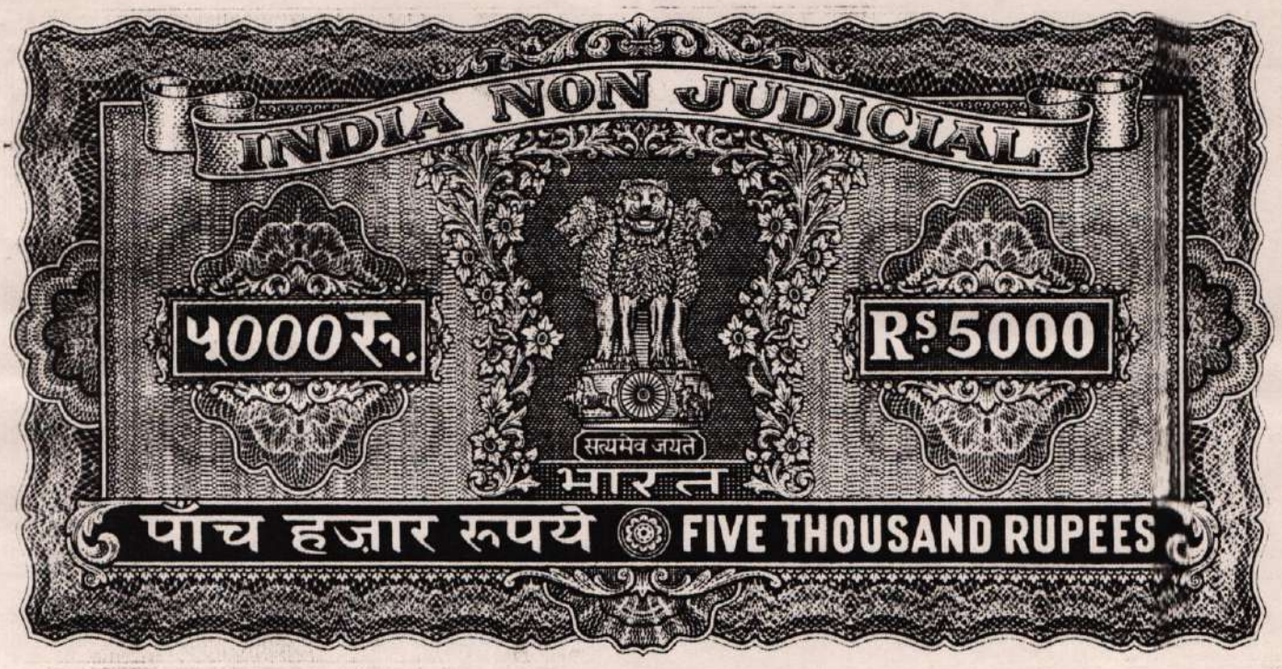


B E T W E E N

SRI. JAYANTA KUMAR SENGUPTA, Son of Sri. Amar Prasad Sen Gupta, Hindu by religion, by occupation business, at present residing at 18-Budhadeb Basu Road, Siliguri Town, P.S., Sub-division and Sub-registry Office Siliguri, Dist. Darjeeling, hereinafter called the VENDOR (which such expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, administrators, representatives and assigns) of the One Part.

(contd..to next sheet)

5000Rs.

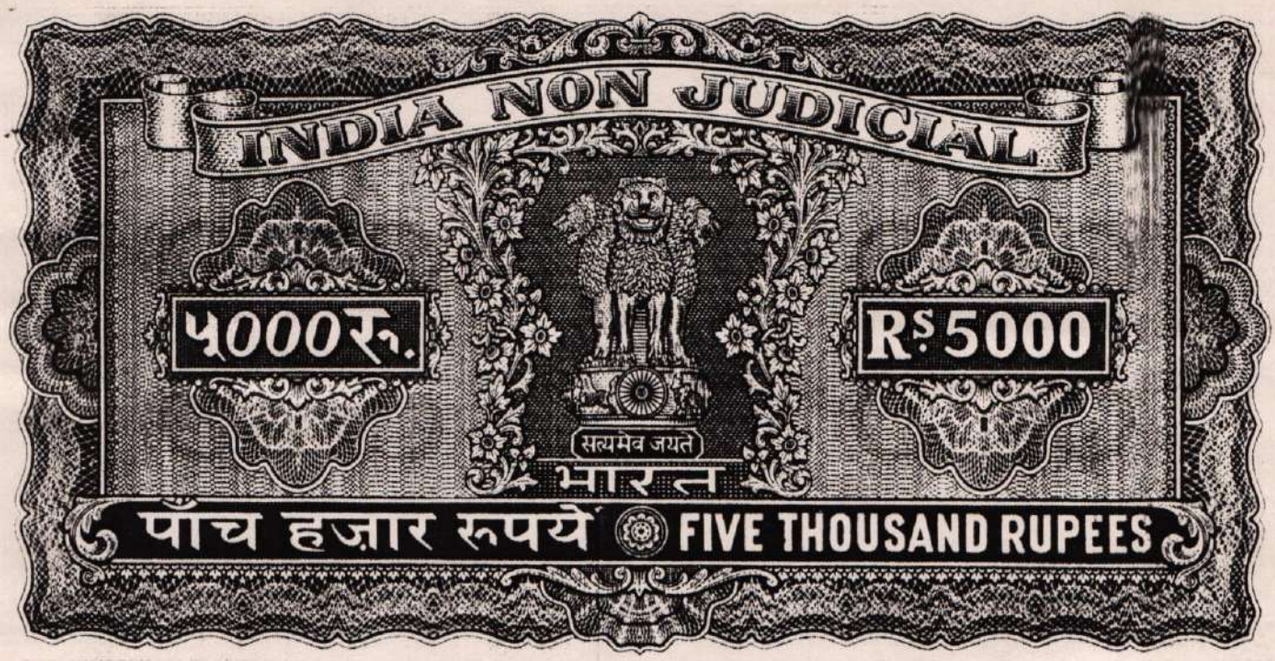


A N D

SILIGURI MOTELS PRIVATE LIMITED, an existing company within the meaning of the Companies Act.1956, having its registered Office at Rai Bhawan, Seth Srilal Market, Police Station, Sub-division and Sub-registry office Siliguri, Dist. Darjeeling, hereinafter called the PURCHASERS (which expression shall mean and include unless excluded by or repugnant to the context its executors, administrators, representatives and assigns) of the Other Part.

(contd..to next sheet)

5000Rs.



Whereas by a Deed of Lease in perpetuity dated the 31st.day of July 1955 made between Sri.Birendra Nath Roy Sarker and Sri.Digendra Nath Roy Sarker of the One Part, and Sri.Amitava Palchoudhury,son of late Amiya Palchoudhury of 64 Lake Place,Calcutta-29 of the Other Part,registered in the office of the Sub-registrar,Siliguri,in Book No.I,

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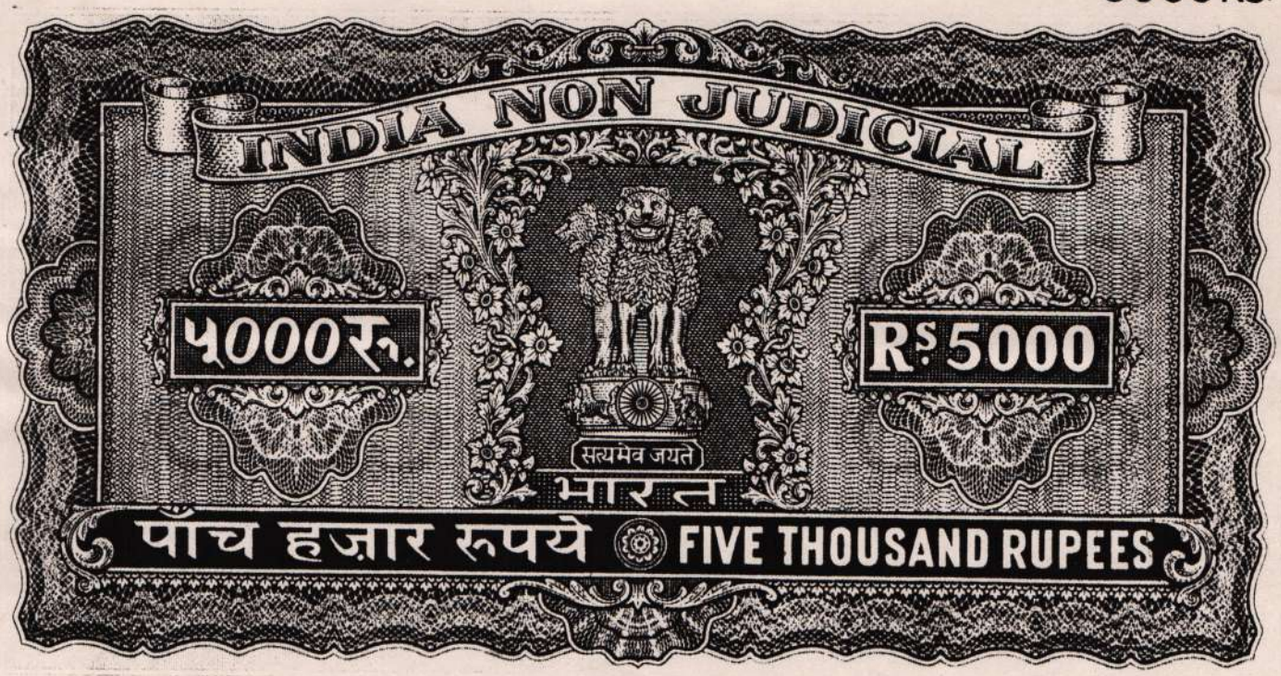
5000Rs.



Volume No.2,Pages 269 to 275,Being Document No.2849 for the Year-1955,a piece and parcel of land measuring 0.31acre (thirty one decimal) situate in Village Mandlaguri,Mouza Siliguri,J.L.No.110,Paragana Baikunthapur,appertaining to Khatian No.412/1(four hundred twelve by one) and 412/2(four hundred twelve by two),bearing R.S.Plot No.222(Two hundred twenty two),P.S.,Sub-division and S.R.Office Siliguri,

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Dist.Darjeeling,now in Ward No.1,Holding No.22/2 in Siliguri Municipality was acquired by the said Sri.Amitava Palchoudhury on terms,conditions and consideration therein mentioned.

A n d

Whereas the said Sri.Amitava Palchoudhury,while in quiet, peaceful and uninterrupted possession and enjoyment of the said piece and parcel of land measuring 0.31-acre as aforesaid,sold transferred and delivered quiet and peaceful possession of the same in favour of the vendor hereof,by a Deed of Conveyance registered with the Sub-registrar,Siliguri on 29th.April,1976, in Book No.I,Volume No.17,Pages 91 to 95,Being Document No.4565 (four thousand five hundred sixty five),for the Year-1976.

A n d

Whereas the Vendor,while in quiet,peaceful,uninterrupted possession and enjoyment of the said piece and parcel of land measuring 0.31-acre,has agreed with the purchasers for absolute sale to the purchasers,of all that piece and parcel of land measuring 0.1225-acre(more or less Seven and half katha) out of the said 0.31acre,specifically described in the schedule appearing hereinbelow and delineated in RED colour in the map or plan annexed hereto,free from all encumbrances,charges,claims and demands whatsoever,at or for the price of Rs.2,00,000/00(Rupees Two lacs) only.

NOW THIS INDENTURE WITNESSETH THAT,in pursuance of the said agreement and in consideration of the said sum of Rs.2,00000/- (Rupees Two lacs) only,paid by the purchasers to the vendor,the receipt whereof,the vendor does hereby admit and acknowledge,

(contd..to next sheet)

the vendor doth hereby grant,convey,transfer,assign and deliver possession unto and to the use and enjoyment of the purchasers,ALL THAT PIECE OR PARCEL LAND measuring 0.1225-acre or more or less seven and half katha be the same a little more or less,situate in Mandlaguri,Mouza Siliguri,J.L.No.110,Paragana Baikunthapur,appertaining to Khatian No.412/2 & 412/1,being part of R.S.Plot No.222, P.S.,Sub-division and Sub-registry office Siliguri,Dist.Darjeeling, hereinafter particularly and specifically described in the schedule hereinbelow appearing and delineated in RED colour in the Map or plan annexed hereto together with a small tin roofshed,together with all rights,liberties,privileges,easements,appurtenances and appendices belonging to or appertaining to the said 0.1225-acre or more or less seven and half katha of land hereby transferred or expressed and intended so to be,and deliver quiet and peaceful possession to the PURCHASERS,TO HAVE AND TO HOLD the same in perpetuity,subject to payment of rent to the Superior landlord,the State of West Bengal and the vendor doth hereby covenant with the Purchasers that the right,title,interest and possession which the vendor profess to transfer,subsist and the vendor has full authority to transfer the property hereby conveyed or expressed or intended so to be and the vendor shall and will at all times hereafter,at the request and cost of the purchasers,do execute or cause to be executed or done,all such acts,deeds,matters or things whichsoever,for further and more effectively assuring the title,possession and enjoyment of the purchasers thereof and therein as may and shall be required and the vendor covenants with the purchasers there exists no charge,mortgage,attachment

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or encumbrances on the property hereby conveyed or expressed and intended so to be,or any part thereof at the date and time of these presents and in the event of discovery of any such charge, mortgage,attachment or encumbrances,the vendor shall be liable to compensate the purchasers adequately for any loss or injury sustained in consequence thereof,for any defects of title or for any act done or supposed to have been done by the vendor in respect of the property hereby conveyed and if for the abovementioned caused the purchasers are deprived of the possession or enjoyment of the same or any part thereof,the vendor shall be liable to refund to the purchasers,full or proportionate part of the consideration money as the case may be,with interest @ 18% per annum from the date of such deprivation or dispossession and the vendor further covenants with the purchasers that the vendor has not entered into any binding contract with any other person or persons to sell,transfer in any way,any interest or right in the property hereby conveyed and that there exists no such contract for sale at the date and time of these presents and if any recitals made herein by the vendor are found to be false,the vendor shall be liable to adequately compensate the purchasers for any loss or injury sustained by the purchasers in consequence thereof.

SCHEDULE OF THE PROPERTY HEREBY SOLD :

All that piece or parcel of land measuring 0.1225-acre,more or less seven and half katha(be the same more or less),together with a small tin roof shed standing thereon ,

(contd...to next sheet)

thereon, situate in Village Mandlaguri, Mouza Siliguri, J.L.No.110, New J.L.No.88, Paragana Baikunthapur, Touzi No.3(Ja), appertaining to Khatian No.412/1(four hundred twelve by one) and Khatian No.412/2(four hundred twelve by two), Being Part of R.S.Plot No.222(two hundred twenty two), Police Station, Sub-division and Sub-registry office Siliguri, District Darjeeling, in Ward No.1, Holding No.22/2, of Siliguri Municipality and as delineated in RED colour in the map or plan annexed hereto and forming a part of these presents. The said property is butted and bounded as follows :-

By the North : R.S.Plot No.219.

By the South : R.S.Plot No.223(Recorded as a Road).

By the East : Vendor's land(Part of Plot No.222).

By the West : Purchasers land.

Proportionate yearly rent is Rs.1/00 payable to the Govt. of West Bengal.

IN WITNESS WHEREOF THE VENDOR, in good health and conscious mind set and subscribe his hand on this Deed of Sale, on the day, month and year first above written.

Witnesses :

1. R Sengupta
W/o Sri J.K. Sengupta.
18 Buddhadeb Basu Rd.
Siliguri

2. Ashoke Chakraborty
East Rabindra Nagar.
S/o Harapada Chakraborty.
Siliguri 734406.

Typed & Prepared by me :

Santi Gopal Banik.
(Santi Gopal Banik)
Deed-Writer, Siliguri,
Licence No.30/1984.

No. - 825 Dt. - 22-11-90
Sold to - Siliguri Motels Pvt. Ltd.
Dt. - S.L.G. N.T. Stamps worth
25,000/- issued by Hiri Sor Illegible
22-11-90 Stamp Head Clerk Siliguri

No. - 825 Dt. 22-11-90
Sold to - Siliguri Motels Pvt. Ltd.
Dt. - S.L.G. N.T. Stamps were for - 25,000/-
issued by Hiri Sor Illegible 22-11-90
Stamp Head Clerk. Siliguri Treasury

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Stamp Head Clerk Siliguri Treasury

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Sold to - 22-11-90 Sold to - Siliguri Motels
Pvt. Ltd. Dt. S.L.G. N.T. Stamps were for. 25,000/-
issued by Hiri Sor Illegible 22-11-90. Stamp
Head Clerk Siliguri Treasury

Place order No. - 13/92
6540
Dt 12/12/90

Certified to be true Copy of the
Instrument which has not yet been
transcribed in the Register Book

12-12-90
Sub-Registrar
Siliguri

Subrata Kumar Dhar
12/12/90