

14367/6666
A 17/12/90 1234

17.12.90

Sold to Santi Capital Bank
Saliguri

Value Rs. 0.25-05 (Rupees) Twenty Five paise only

N. S. Stamp Re. Rs 0/-
Paid Rs 10/-

Asst
Stamp Dept

Issued vide Financial Dept's
Circular No. 1201/FT Dated 17, 12, 90



8847/ 8060/- 17-12-90

5000Rs.



J. A. Banerjee

Raiyoti Homestead Land:
 7katha 8chatak or
 0.1225-acre,
 Price: Rs. 200000/00 only.
 P.S. Siliguri.

DEED OF SALE

This Indenture is made on this the 17th day of
December, One thousand nine hundred ninty .

(contd..to 2)

ties, privileges, easements, appurtenances and appendices belong-
 ing to or appertaining to the said 0.1225-acre or 7seven

(contd..to 7)





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J. I. B. Patra

B E T W E E N

SRI JAYANTA KUMAR SENGUPTA, son of Sri. Amar Prasad Sen Gupta, Hindu by religion, business by occupation, at present resident at 18 Budhadeb Basu Road, Siliguri Town, P.O., P.S., Sub-division and S.R. Office Siliguri, Dist. Darjeeling, 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 One Part.

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J. I. Ban Papia

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, P.O., P.S., Sub-division and S.R. 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 4)





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J. K. Das Gupta

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, Volume No. 2, Pages 269 to 275, Being Document No. 2849, for the Year-1955, a piece and parcel of land measuring 0.31-acre (thirty one decimal) situate in Vill. Mandlaguri, Mouza Siliguri, J.L. No. 110, Paragana Baikunthapur, appertaining to Khatian Nos. 412/1 and 412/2, Bearing R.S. Plot No. 222, P.S., Sub-division and S.R. Office Siliguri, Dist. Darjeeling,

(contd..to 5)





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J. A. Bar Patra

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 0.31acre, 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, for the Year-1976.

(contd..to 6)

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J. N. Banerjee

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 0.1225acre or approximately 7 seven katha 8 eight chatak out of the said 0.31acre, specifically described in the schedule appearing hereinbelow and delineated in RED colour in the map/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.2,00,000/00 (Rupees two lacs) only, paid by the purchasers to the vendor, the receipt whereof the vendor does hereby admit and acknowledge, 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 OF LAND measuring 0.1225-acre or 7seven katha 8 eight chatak be the same a little more or less, situate in Mandlaguri, Mouza Siliguri, J.L.No.110, Paragana Baikunthapur, appertaining to Khatian No.412/1 & 412/2, Being Part of R.S.Plot No.222, P.S. Sub-division and S.R. Office Siliguri, Dist. Darjeeling, herein-after particularly and specifically described in the schedule hereinbelow appearing and delineated in RED colour in the map or plan annexed hereto, together with all rights, liberties, privileges, easements, appurtenances and appendices belonging to or appertaining to the said 0.1225-acre or 7seven



J. I. Banerjee

katha 8 eight chatak 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 land hereby conveyed or expressed and 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 that there exists no charge, mortgage, attachment or encumbrances on the land 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 land hereby conveyed and if for the abovementioned causes 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



J. K. Ganguly

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 land 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 LAND HEREBY SOLD :

All that piece or parcel of land measuring 0.1225-acre or 7 seven katha 8 chatak, be the same a little more or less, situate in Village Mandlaguri, Mouza Siliguri, J.L.No.110, (Hal-88), Paragana Baikunthapur, Touzi No.3(Ja), appertaining to Khatian No.412/1 and 412/2, being Part of R.S.Plot No.222, 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, butted and bounded as follows :-

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

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

On the East : Land in possession of Shri Amitava Palchoudhury
R.S.Plot nos 220 & 221

On the West : Purchasers land.

(contd..to 9)

