

sold to ... Rajesh Bindal Re:.. 1000 f. (Rupers)... Que thousand only Varayan Charma Executionisa Salyn Narayon Sharm Salya Marayan Shaem Sto Su Marshal Shar Comparkin symund 8/0 Let Britlet Aja % Inclia Trades Silying

1000Rs.



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Area : 5 Kathas

Plot No. : 9620

Khatian No. : 870

Mouza : Siliguri

J.L. No. : 110

P.S. : Siliguri

District : Darjeeling

Consideration : Rs.3,00,000.00

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Area : 5 Kathas

Plot No. : 9626

Khatian No. : 870.

Mouza : Siliguri

J.L. No. : 116

P.S. SiMi

District : Not seelis

Consideration : P. 5,00,000.00

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Title Williamsterne



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BETWEEN

SRI RAJESH BINDAL, son of Late Sheo Prasad Bindal, Hindu by faith, business by occupation, resident of C/o - India Traders, Sevoke Road, Siliguri, P.O. and P.S. - Siliguri, in the District of Darjeeling, hereinafter called the "PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, adminsitrators and assigns) of the "ONE PART".

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Sig. One thousand only

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BETWEEN

SRI RAJESH BINDAL, son of Late Sheo Prasad Bindal, Hindu by faith, business by occupation, resident of C/o - India Traders, Sevoke Road, Siliguri, P.O. and P.S. - Siliguri, in the District of Darjeeling, hereinafter called the "PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to include on theirs, executors, successors, representatives, adminst fators, and assigns) of the "ONE PART".

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AND

SRI SATYA NARAYAN SHARMA, son of Sri Monphul Sharma, faith, service by occupation, resident of C/o A.I.R. Transport Corporation, 14, Tarachand Dutta Street, Kolkata - 13, hereinafter called the "VENDOR" (which expression shall Hindu by unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, adminsitrators and assigns) of the " OTHER PART ".

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SRI SATVA NARAYAN SHARMA, son of Sri Monphul Sharma, Hindu by faith, service by occupation, resident of C/o A.I.R. Transport Corporation, 14, Tarachand Dutta Street, Kolkata - 13, hereinafter called the "VENDOR" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, adminstrators and assigns. The "OTHER PART".

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WHEREAS one Sri Baburam Pradhan of Kurseong had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring Ø.48 Acres, forming part of Plot No. 962Ø, recorded in Khatian No. 87Ø, situated within Mouza — Siliguri, J.L. No. 11Ø, Pargana — Baikunthapur, P.O. and P.S. — Siliguri, in the District of Darjeeling, unto and in favour of Sri Bulab Chand Agarwala, son of Late Chanduram Agarwala of Kurseong, Dist. — Darjeeling, by virtue of Sale Deed, Dtd. Ø7—Ø9—1964, being Document No. 23Ø for the year 1964, entered in Book No. I, Volume No.7, Pages 133 to 137, registered in the Office of the Dist. Sub-Registrar, Darjeeling.

AND WHEREAS abovenamed Sri Gulab Chand Agarwala thereafter had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 5 Kathas out of the aforesaid land, more particularly described in the Schedule given hereinunder, unto and in favour of SRI SATYA NARAYAN SHARNA, son of Sri Monphul Sharma by virtue of Sale Deed, Dtd. 20-08-1976, being Document No. 4848 for the year 1976, registered in the Office of the Sub-Registrar, Siliguri.

AND WHEREAS by virtue of the aforesaid sale deed SRI SATYA NARAYAN SHARMA, (the vendor of these present), became the sole, absolute and exclsive owner of the aforesaid land measuring 5 Kathas, having permanent, heritable and transferable right, title and interest therein and the said land was mutated in his name in the record of rights, vide Mutation Case No. 279 (II)/76-77, Dtd. 25-09-1976, in the Office of the J.L.R.D., Siliguri.

AND WHEREAS the vendor has now firmly and finally decided to sell and have offered for sale to the purchaser the aforesaid land measuring 5 Kathas, more particularly described in the Schedule given hereinunder, for a consideration of Rs.3,00,000.00 (Rupees three lakhs) only.

AND WHEREAS the purchaser being in need of land in that area, have agreed to purchase the said land measuring 5 Kathas, more particularly described in the Schedule given hereinunder for a consideration of Rs.3,00,000.00 (Rupees three lakhs) only, considering it to be the highest prevailing market price, free from all encumbrances and charges whatsoever.

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NOW THIS INDENTURE OF SALE WITNESSETH that in pursuance of the offer, acceptance and in consideration Rs.3,00,000.00 (Rupees three lakhs) only, paid by the purchaser to the vendor, the receipt of which is acknowledged by the vendor by execution of these presents and grants full discharge to the purchaser from the payment thereof and the vendor do hereby assign, sell, grant, convey and transfer absolutely and forever the said below schedule property and makes over possession thereof unto and in favour of the purchaser peaceably and quietly together with all right, title, hereditaments, easements, liberties, appurtenances, etc., whatsoever in any way belonging to or purported to belong or which was/were so long being enjoyed by the vendor therewith with permanent heritable and transferable right, title and interest therein without any objection, claim, interference or interruption from the vendor or any person claiming under him subject to the payment of land revenue and other taxes to the Superior Landlord-now the Boyt. of West Bengal and/or such other authorities as law may provide from time to time in future.

The vendor declares that the interest which he professes to transfer hereby subsists as on the date of these present and the vendor has not previously transferred, mortgaged, contracted for sale or otherwise the said below scheduled land/property or any part thereof in favour of any other party or person/s and the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and that the recitals made hereinabove and hereinafter are all true and in the event of contrary the vendor shall be liable to make good the loss or injury which the purchaser may suffer or sustain resulting therefrom.

The vendor further covenants with the purchaser that if for any defect of title or for any act done or suffered to be done by the vendor, the purchaser is deprived of ownership or of possession of the schedule land or any part thereof in future, the vendor shall forthwith return to the purchaser the full or proportionate part of the consideration soney as the case may be from the date of such deprivation of ownership or of possession and the vendor shall further pay adequate compensation to the purchaser for any other loss or injury which the purchaser may suffer or sustain in consequence thereof.

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The vendor further undertake to take all actions and to execute all documents as may be required to be done or executed for fully assuring right, title and interest of the purchaser to the below scheduled land conveyed at the cost of the purchaser.

SCHEDULE

All that piece or parcel of vacant land measuring 5 Kathas, forming part of Plot No. 9620, recorded in Khatian No. 870, situated within Mouza- Siliguri, J.L. No. 110, Pargana - Baikunthapur, P.O., P.S. Sub-Div., and A.D.S.R.O.-Siliguri, Ward No. XIII of Siliguri Municipal Corporation, in the District of Darjeeling.

The said land is bound and butted as follows :

By North : Land of Narayan Prasad,

By South : Road,

By East : Land of C.C. Sharea,

By West : Land of O.P. Agarwal and Others.

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IN WITNESSES WHEREOF THE VENDOR IN GOOD HEALTH AND CONSCIOUS WIND HAVE PUT HIS SIGNATURES ON THIS DEED OF SALE ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES

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service Presed setjus

The contents of this document has been gone through and understood personally by the vendor and the purchaser.

2. Parmen Bindal
So Late Sheefrand Sindal
Go Ludia Samulation
14, Church Road
Silipari

Salya Marayan Shaenng.

Drafted, readover and explained by se and typed in my office.

Kanal Kr. Kedia
Advocate, Siliguri
E.No. F/6/92.

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PINGER PRINTS OF SRI-SATYA MARAYAN SHARMA

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	тнимв	FORE	MIDDLE	RING FINGER	FINGER	
LEFT HAND						
RIGHT						

SIGNATURE Sharme.

FINGER PRINTS OF SRI- RAJESH BINDAL (PURCHASER)

	THUMB	FORE	MIDDLE	RING FINGER	LITTLE FINGER
LEFT HAND					
RIGHT					

Jajeth Bindal SIGNATURE

