

POPULLY. Jack kn XJ. gent Ton Smar Banerjee) Constituted Attorney Chair Car of Woods Many " of French Wene Charles Harrison 8062 - AT. 1 sy timateum Anthudised 17/8, 76 of Aug. Hvi of 1998, Jalpou





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THIS INDENTURE made on this 16 10 day of 6-8.

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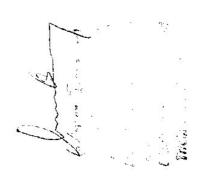
BETWEEN

SRI NARESH KUMAR AGARWAL Son of Late Motilal Agarwal, by caste Hindu by occupation Buinsess resident of Pradhan nagar , Siliguri, P.S. Ssiliguri Dist. Darjeeling, hereinafter 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>

AND

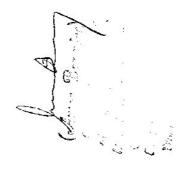
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1. BODHURANI WINIFRED MARY RAY wife of Late Tushar Kumar Ray 4, Lacock Close Wimbledon S.W. 19 I.B.B. U.K. 2. ROBINA INDIRA GHOSH daughter of Late Tushar Kumar Ray . 38 Frimley Gardens Mitcham Surruy C.R. 43 A.Q. U.K. 3. NILA SPILLER daughter of Late Tushar Kumar Ray, 18, Datilicus Lane, Limps Field Surruy R.H. 8 CDV. U.K. 4. SUBILA ANN BANERJI daughter of Late Tushar Kumar Ray. 1/19D Kuraba Road. Neutral Hay, Sydney 2089, Australia and 54 TRIDIE KUMAR RAY son of Late Tushar Kumar Ray, 3, The Pighile Oving, Buckinghamshire, H.P. 22 -4 H.S. U.K. represented by their Constituted Attorney SRI AMAR BANERJEE Son of Late Rai Bahadur Bipul Banerjee, Advocate and Notary, resident of Hakimpara P.O., P.S. & Dist. Jalpaiguri. On the strength of Power of Attorney adjudicated by the Collector. Jalpaiguri on 20.8.98 and Power of Attorney dated 13 2.98, hereinafter collectively called the VENDORS. (which expression shall mean and include unless excluded by or repugnant to the context than beins, successions, executors, administratorts, representatives and assigns.) of the OTHER PART.

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WHEREAS the predecessor of the present vendors Tushar Kumar Ray son of Promoda Nath Ray was recorded owner of lands of R.S. Khatian No. 176/5(ka) having sixteen annas interest with total land measuring 30.37 acres ciomprising of several plots including Plot Nos. 254, 255 and 258 having resprectives area of land measuring 7.15 acres, 1.10 acres and 1.55 acres.

A N D

WHEREAS during his life time the said Tushar Kumar Ray had inducted the Defence Department, Govt. of India for their defence purpose on yearly rental basis on hire by delivery of possession of the entire land of the said plot nos. 254, 255 and 258 having total area measuring 9.80 acres of land which is still in possession of the said Attorney.

A N D

WHEREAS on death of the said Tushar Kumar Ray the present Vendors being only legal heirs have jointly inherited and become joint owners therof and have been enjoying usufract of the said land by realising and/or accepting yearly rent from the said Department through their Constituted Attorney.

A N D

WHEREAS the Defence Authority decided to dehire the said land and re-deliver possession of the land unto the Vendors and accordingly the Defence Authority has already re-delivered possession of the land to the Vendors through their constituted Attorney on 10.2.98.

A N D

WHEREAS the present Vandors have decided to dispose of the said land by transfer for their own urgent necessity and the present Purchaser have agreed to purchase a portion of the said land measuring 22 Katha. 8 Chhatak from present Vendors as fully described in the Schedule hereunder and the land as shown in the site plan by the red demarcation in the Schedule herewith and the Vendors through their Attorney shall at once deliver the possession of the demised land unto the present purchasers to which the present Vendors have agreed to.

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WHEREAS the Purchaser have agreed to purchase the said demised land at a total consideration of Rs. 22,500/- (Rupees Twenty Two Thousand Five Hundred) only paid by the purchaser to the Vendors through their Attorney (the receipt whereof the Vendors do hereby acknowledge and grant full discharge to the purchasers from the payment thereof)

A N. D

The Vendors do hereby grant, convey, assign and transfer unto the Purchaser the said land hereby sold fully described in the Schedule below free from all encumbrances and make over possession thereof together with all rights, title, privileges, appendices, appurtenances belonging to or in any way appertaining to the said land hereby sold to be TO HAVE AND TO HOLD the 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 if any such charge mortgage, attachment or any other encumbrances or for any other loss that the purchaser have to suffer in consequence thereof.

A N D

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 purchaser for any loss resulting therefrom.

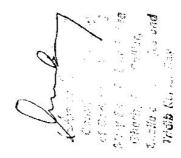
A N D

The Vendors further declars that if the purchaser are deprived of possession of the said land or any part, thereof for the defect of title of the Vendors, shall be liable to compensite the purchaser or to return to the purchaser 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 coverant that the Vendors have not entered into any other contract with any other person for sale, transfer 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 recitals made herein are proved to be false the vendors shall be liable to compensate the Purchaser in consequence thereof.

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SCHEDULE OF LAND

All that piece or parcel of raiyati land measuring 22 Kathas 8 Chhataks at an annual tent of Rs. 0.35 paise only, appertaining to and forming part of 30.37 acres of land at an annual tent of Rs. 308/13/- annas only, the propportionate 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 Mouja Dabgram, Pargana Baikunthapar, J.L.No. 2, P.S. Bhaktinagar, S.R. Office & Dist. Jalpaiguri, appertaining to R.S. Khatian No. 176/5(ka) in Sheet No. 7(Seven) comprising of part of Plot No. 254 & 255, measuring22 Kathas 8 Chhataks of land are hereby sold and the sold land are shown in the site plan by the red demarcation line Marked-B annexed herewith and forming part of these presents.

The demised plot of land bounded as follows :-

NORTH: Land of Manoj Kumar Agarwal Purchased to Day, SOUTH: Land of Anil Kumar Agarwal, EAST : Land of Plot Nos. 371 & 373. WEST: :22'-09" Wide Road,

Measurment of the sold land:-

North-132'-02", South-158'-09", East-95'-08", West-129'-0",

IN WITNESS WHEREOF the Vendors put their signatures through their Constituted Attorney on this Deed on the day month and year first above written.

WITNESSES

1. Hiren Jaha Makeesta 1. Hiren Jahre ete Tarperguin

2. Mapon with gurte. Shi kapun

Prepared by me

(pijush Kanti Sarkar) Deed Writer ,Jalpaiguri Licence No.26.

Typed by

S.SAHA

47-02000 100-43, x407,000000 4. SHELLA HAND BALEKT TO LT TOSHAR ROMAR RAY OF 1/190 KURRABA ROAD, WEUTRAL BAY SYDNEY TOWN AUSTRALIA 5. TKIDIR KULDAR ROY SELLT TOLHAR KOMPARROY OF 3 THE DIGHTLE ONNY BOCKING GIRBE, HIP 23-4 HIS OIK 3. NILH SPILLER DIG LT. TUSHAR KUMAR KAT OF 18, DETILLENS LAME LIMBS FIFTD TORRURLEN A COT. U.K. BY- I BOBHURANI WILLICKED MARY RAY WIG. ET. TUSHAR KUMAR KAY OF 4, LACOCK CLOSE, WIMBLESS 1, S.M. 19. "- SHOWN BY RED BORDER. SCALE - I WARE - 50 (HAT) 2. KOBINA INDIRA, GAOSA GIS, LT. TOSBAR KOMAR KAY OF BE LEIMLEY GARDENS OF THIRM SUKRUY C.E. MART OF PLOT NO - 754 + 255. AKCA OF LAND TO BE SOLD - 22 COTTA 7. ON 133H construction of ecoc. CALL WAGAR IN TON FOR LANDER MARKED - " A

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CA ST NARESH REDDING

LAND OF ANIL KUMBR AGARNALA. ON 13348 SOLD LAND OF - VENDORS. Marry Kr. Bymorte 129-3 6 y J