

CONVEYANCE:

Area : .38 Decimal.

Price : 1:.62,000/-

P.S. : lajganj

Hal P.S: Bhaktinagar.

DEED OF SALE.

THIS INDENTURE IS HADE ON THIS THE 25#

DAY OF Auguston.

BETWEEN.

COMED. 2.

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(1) Shri Rajesh Rumar Dessani son of Shri Surajmal Dessani, Hindu by faith, business by occupation and (2) Hinor Sri Chiragh Dassani son of Sri Rupchand Dassani, Hindu by faith, School-going student, both are residing at 2nd Mile, Sevoke Road, P.S. Bhaktinagar, Dist. Jalpaiguri, hereinafter called the <u>FURCHASERS</u> (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, the Minor is being represented by his father & natural guardian Shri Rupchand Dassani.

CONTD. B.

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(1) Sri Binode Kumer Sinha son of Nanda Kishore Sinha, residing at Beguntari, Jalpaiguri Town, P.S.& Dist.Jalpaiguri,

Sri Sajjan Kumar Singal son of late Rameswar Das Singal,

residing at Hill Cart Road, Siliguri, F.O. & P.S.Siliguri, Dist. Darjeeling, both are Hindu by faith, business by occupation, hereinafter called the <u>VENDORS</u> (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. No 2. on bahalf of Constitution of Allermy of Con Rykumen Cough S/o Zafe Remucious are Cingle of Gilputi

no 2 26-8-88 2000 Mile Sevoke Red 1000 Stamp Head Clerk Sligari Treasury



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WHEREAS the vendors have acquired by purchase 0.76 Decimal of raiyati homestead land from (1) Sri Nabe Kumar Bandopadhyay & (2) Smt. Dolly Bandopadhyay, Directors of M/s.Electro Controll Private Limited, of 2, Church Lane, Calcutta-1, by virtue of a Deed of Sale, registered at Registrar U/s. 7(2) of Assurances Calcutta, on 20-11-81, registered in Book No.I, being No.9521 for the year 1981, situated within Pargane-Baikunthapur, Molza-Dabgram, P.S.Rajganj Hal P.S.Bhaktinagar, Dist.Jalpaiguri, and has mutated their names in the office of landlord the State of West Bengal, represented by J.L.R.O.Rajganj, vide M.C.No.IX-II/2084 of 85-86, and has got right title and interest having permanent heritable and transferrable interest therein and the said land is in khas, actual and physical possession of the vendors at the date of these presents.

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WHEREAS the vendors are living far off from the said land and it is not possible for them to look after the said land and being in need of money have offered for sale the said land.

A N D.

WHEREAS the Furchasers being in need of land for their residential purpose has accepted the said offer of the vendors and have offered and agreed to purchase .38 Decimal of land out of the aforesaid land of the vendors fully described in the schedule below for N.52,080/- (Rupees sixty two thousand) only, free from all encumbrances whatsoever.

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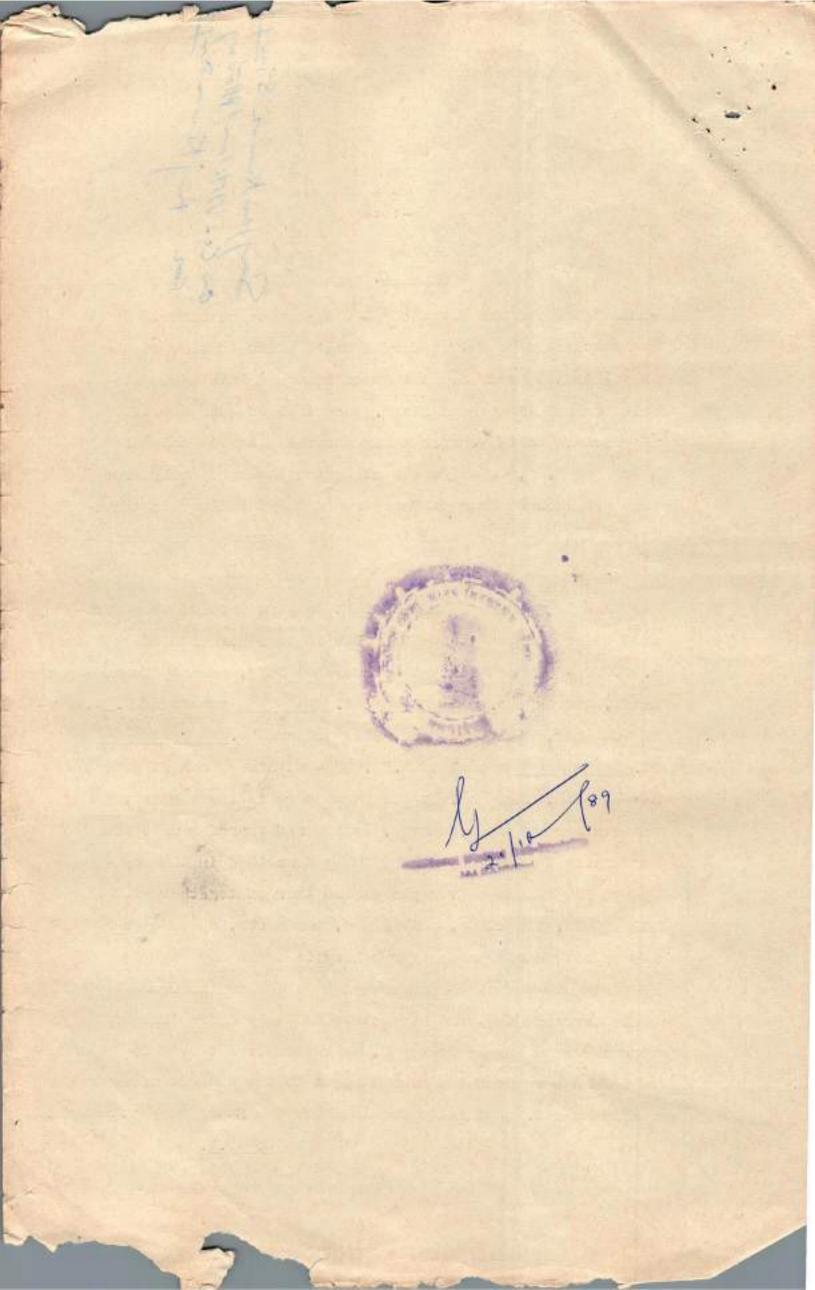
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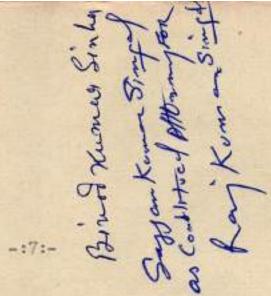
A N D.

WHEREAS the vendors have accepted the price so offered by the purchasers as fair and reasonable price in view of the prevailing highest market rate of land and have agreed to sell the said land measuring .30 decimal of land out of the aforesaid land of vendors fully described in the schedule below for N.62,000/- (Ampees dixty two thousand) only free from all encumbrances phatacever and the said land is transferred unto the purchaser in the manner as appearing hereinafter.

NOW THIS INDENTURE WITHESSETH that in pursuance of the aforesaid offer and acceptance, and also in consideration of B.62,000/- (Ripees sixty two thousand) only, paid by Demand Draft, bearing No. xxy. S.L. No. 996 89 dt. 20.10.89 amount of 1.31,000/of UCO Bank, Hill Cart Road, Siligurd and No. 01/8/41 986812 dt. 20-10.89 amount of N. 31,000/- of State Bank of India, Sevoke Road, Siliguri, by the purchasers to the vendors, the vendors hereby grant, convey, assign and transfer unto the purchasers the aforesaid land fully described in the schedule below and make over possession thereof together with all rights, liberties, privileges, easements, appendages and appurtenances whatsoever belong to or in any way appearing to the said land free from all encumbrances whatsoever and the absolute estate of the vendors into or upon the land hereby conveyed, expressed or intended so to be TO HAVE AND TO HOLD the same subject to the payment of rent and taxes etc. payable to the landlord the State of West Bengel.

COMED. 7.

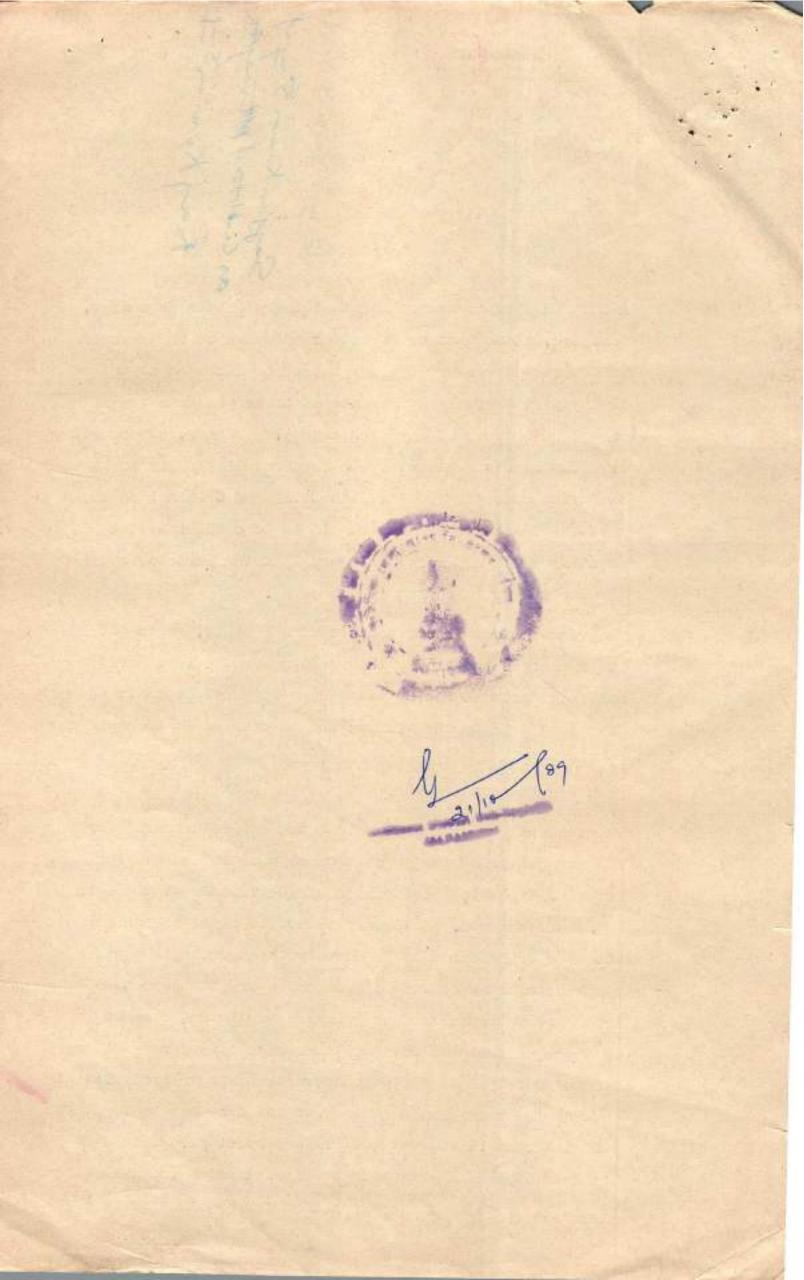


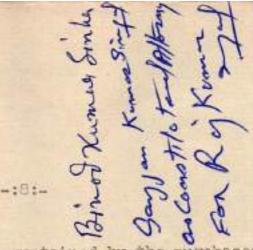


AND it is further covenanted that there exists no charge, mortgage, attachment or any other encumbrance on the said land hereby transferred or expressed or intended so to be or any part thereof at the date of these presents and in case of discovery of any such charge, mortgage, attachment or encumbrances whatsoever the vendors will be liable to be dealtwith according to law both Civil and Criminal as the case may be and shall also be liable to compensate the purchasers for any loss or injury that the purchasers will have to suffer in consequence thereof.

The vendors further covenants that all rents, rates and other charges payable by the vendors for the land hereby sold have accrued due upto the date of these presents have been paid by the vendors and in case of it transpires otherwise the vendors will indemnify the purchasers for any loss resulting therefrom.

The vendors further declares that the entire property forming subject matter of the present conveyance is and was in khas, actual and physical possession of the vendors at the date of these presents. If for any defect to title or for any act done or suffered to be done by these presents the purchasers are deprived of possession or of enjoyment of the land hereby transferred or expressed or intended so to be by these presents of any part thereof the vendors will be liable to return to the purchasers the full or proportionate part of the consideration money as the case may be together with interest at the rate of N.2/- percent per month from the date of such deprivation or dispossession and will also be liable for adequate compensation for any loss or injury





further declares that the vendors have not entered into any binding contract with any other person to sell or to transfer or otherwise the land hereby conveyed by these presents or any part thereof or if any of the recitals made herein are proved to be false the vendors will be liable to be dealt with according to law and shall also be liable to compensate the purchasers adequately for the loss or injury to be sustained by the purchasers in consequence thereof.

SCHEDULE OF THE LAND.

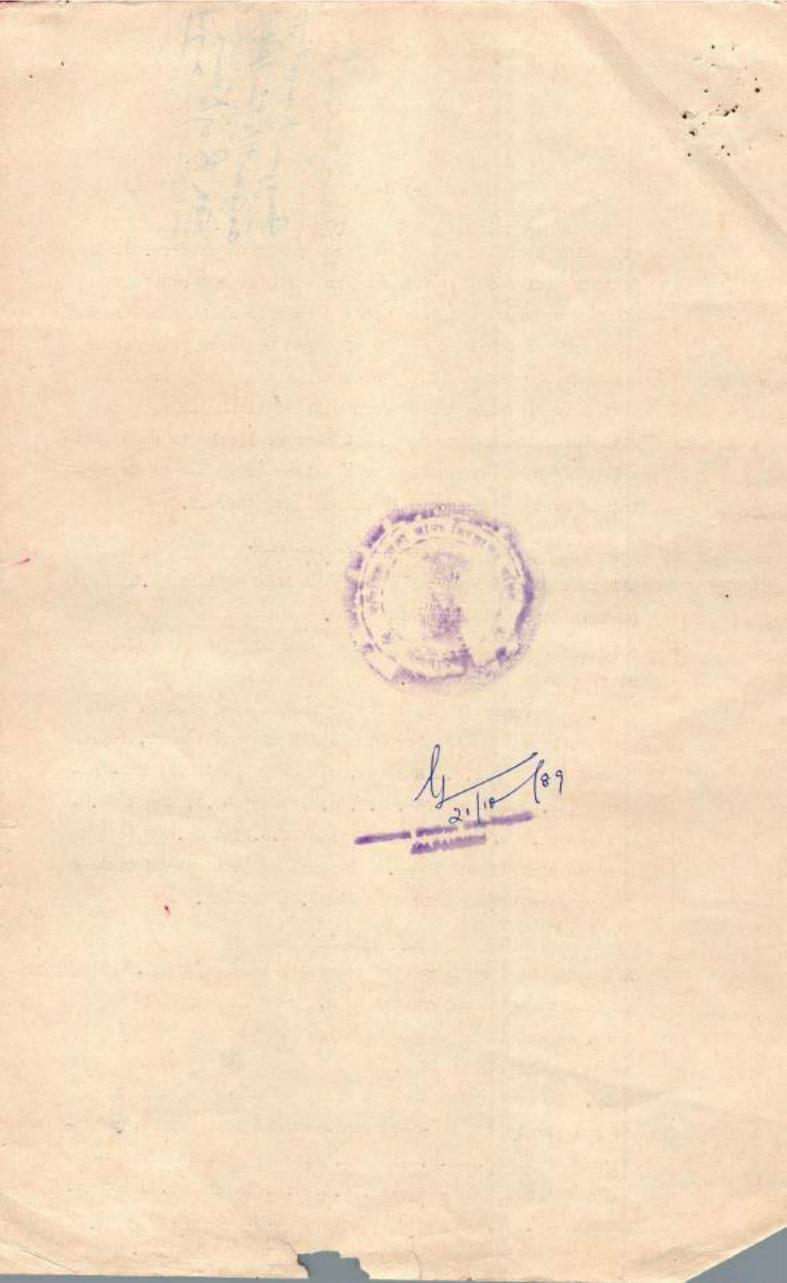
All that piece or parcel of relyati land measuring .03 decimal of land at an annual rental of M. .08 wight fine with only appertaining to and forming part of .39 decimal at an annual rental of M. 1.00 one As only only, the proportionate rent for the demised plot of land is payable to the landlord the State of West Bengal, represented by the J.L.R.C.Rejgenj, situated within Pargama-Bailwinthapur, Mouza-Dabgram, J.L.No.2, Touzi No.3, Sheet No.8 Khatian No.580, included in Part of C.S.Flot No.860 (eight bundred sixty) measuring .10 Decimal of land out of that the vendors hereby sold measuring .03 Decimal.

SCHEDULE 'B'

All that piece or parcel of miyati land measuring .20 Decimal of land at an annual rental of M. .46 tork rix only only, appertaining to and forming part of .22 animate of land at an annual rental of M. .50 title Poisson only.

only, the proportionate rent for the demised plot of land is payable to the landlord the State of West Bengal, paper sented by the J.L.R.O. Rajganj, situated within Pargana-Baikunthapur, Mouza-Dabgram, J.L.No.2, Touzi No3, Sheet No.8 Khatian No.576, included in Part of C.S.Flot No.304/857

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measuring . 22 decimal of land out of that the vendors hereby sold . 20 decimal of land.

SCHEDULE 'C'

of land at an annual rental of B. . 15 Fifteen Prise and of land at an annual rental of B. . 15 Fifteen Prise and of land at an annual rental of B. . 40 forby Prise and of land at an annual rental of B. . 40 forby Prise and of land is payable to the landlord the State of Nest Bengal, represented by the J.L.R.C. Rajganj, situated within Pargana-Baikunthapur, Mouza-Dabgram, J.L.No. 2, Touzi No. 3, Sheet No. 8, Khatian No. 559, included in Part of C.S. Flot No. 507 (Plot Number three hundred seven) measuring . 15 decimal of land the vendors hereby sold, and the said land is bounded as follows:-

By the North : Land of Smt. Chandrakala Bassani purchased to-day from the vendor.

By the South : Anchal Road.

By the East : Land of Eir Bahadur Fradhan & Sri Akal Singh & others

By the West : Sold land of Smt. Milmani Devi Chowdhury.

The lands sold by this Deed is shown and delineated by RED border

line in the Map/Flan enclosed herewith forming part of these

presents.

CONTD. 10.

