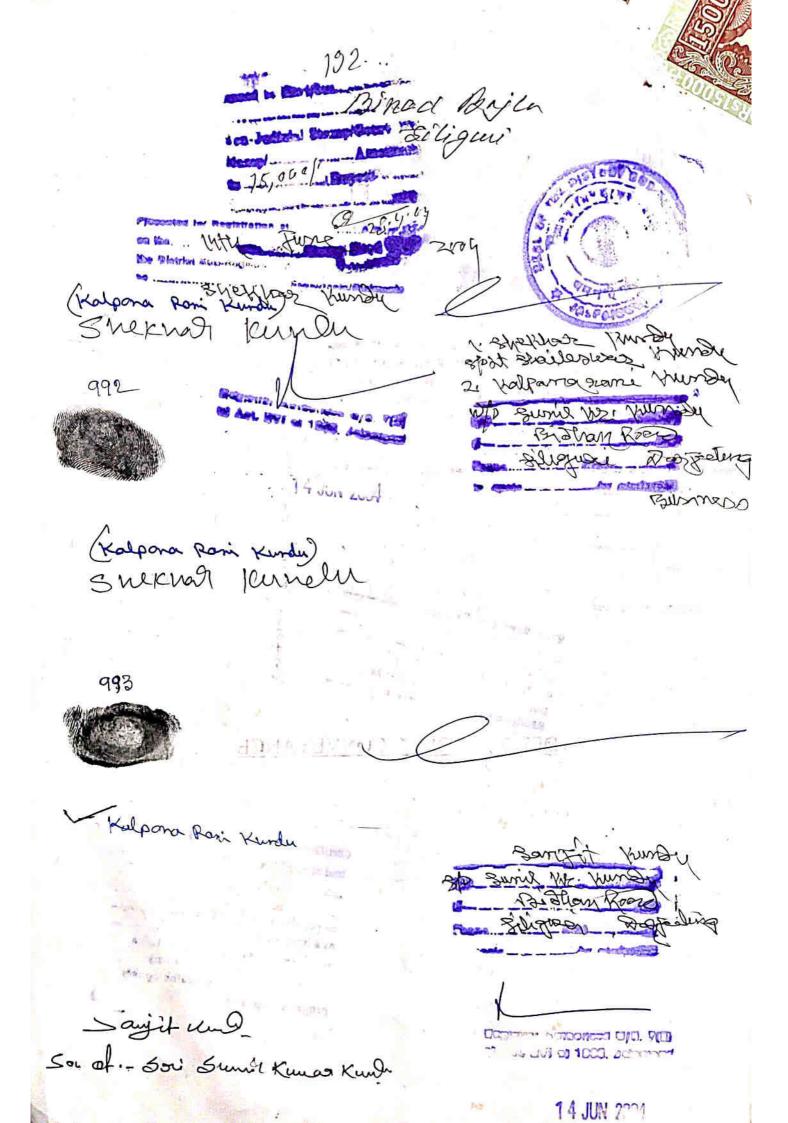


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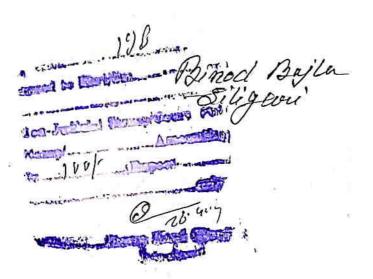
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CORPORATION AREA

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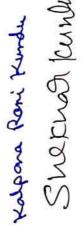
SRI BINOD BAJLA S/o Late Chouthmal Bajla, by Caste Hindu, Citizen of India, occupation by Business, Resident of K.C. Dey Road Siliguri, P.O: & P.S. Siliguri, Dist. Darjeeling, hereinafter called the PURCHASER (which expression shall mean and include unless excluded repugnant to the context his heirs, executors, successors, administrators, representatives and assigns) of the ONE PART. PAN. (and No-, ACV PB 7364 H.

1. SRI SHEKHAR KUNDU S/o Late Shaileswar Kundu 2/SMT. KALPANA RANI KUNDU W/o Sri Sunil Kumar Kundu Both are, by Caste Hindu, Citizen of India , by Occupation Business , resident of Bidhan Road Siliguri, P.S. Siliguri, District Darjeeling, hereinafter called the VENDORS (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.

acquired by purchase of WHEREAS the Vendor no.1 has measuring 10 Cotta by virtue of a registered sale deed, recorded in Book No. I , Vol No. 60, Pages 471 to 474, being Deed no. 6039, dated 19.9.1990 in the office of the District Sub-Registrar Jalpaiguri, executed by Smt. Nanda Rani Sen and another land measuring 10 Cotta has purchase by virtue of registered sale deed, recorded in Book No. I, Vol No. 60, Pages 475 to 477, being 'Deed no. 6040, dated 19.9.1990, in the office of the District Sub-Registrar Jalpaiguri executed by Sri Anil Sen, total measuring 20 Cotta of land since then the vendor has been the same as sole, absolute and possessing, enjoying and occupying exclusive owner till the date of these presents.

A N D

acquired by purchase of land WHEREAS the Vendor no.2 has measuring 0.33 acre or 20 Cotta by virtue of a registered sale deed, being Deed no. 2944, dated 6.6.1980 in the office of the District Sub-Registrar Jalpaiguri, executed by Sri Aruni Roy and other and the vendor duly



= 10 =

recorded mutated her name in respect of the said land, Vide M/Case no. IX-II/ 703 of 80-81 and since then the vendor has been possessing enjoying and occupying the same as sole, absolute and exclusive owner till the date of these presents.

A N D

WHEREAS Total measuring 40 Cotta of land as mentioned hereinabove, while the vendors jointly possessing of their said purchase land and thereafter 1 Cotta 11 Chh. of land encroachment by the Road and reaminning 1 Bigha 18 Cotta 5 Chh. of land as absolute owners thereof and the vendors being in urgent need of money have jointly offered for sale their said reamining land measuring 1 Bigha 18 Cotta 5 Chh. as mentioned schedule hereunder and as shown in the site plan by the red demarcation annexed herewith, free from all encumbrances whatsoever.

A N D

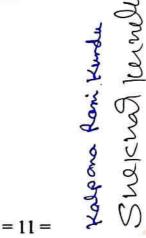
WHEREAS the purchaser being in need of a plot of land of that locality has accepted the said offer of the vendors and has agreed to purchase the said land measuring 1 Bigha 18 Cotta 5 Chh. more fully described in schedule hereunder and as shown in the site plan by the red demarcation annexed herewith, for consideration of Rs. 7,60,000/- Rupees Seven Lacs Sixty) only, free from all encumbrances whatsoever.

<u>A N D</u>

WHEREAS the vendors have accepted the price so offered by the purchaser as fair and reasonable in view of the prevailing highest market rate of land and have agreed to sell the said land more fully described in schedule hereunder ,for the sum of Rs. 7,60,000/- (Rupees Seven Lacs Sixty Thousand) only, free from all encumbrances whatsoever unto the purchaser and the said land are transferred in the manner as appearing hereinafter.

A N D

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said offer and acceptance and also in consideration for the sum of Rs. 7,60,000/-



(Rupees Seven Lacs Sixty Thousand) only, paid by the purchaser to the vendors (the receipt whereof the vendors do hereby acknowledge and grant full discharge to the purchaser from the payment thereof).

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, liberties, previleges, easements, appendices appurtenances belonging to or in any way appertaining to the said land as the absolute estate and all the rights, title and interest of the vendors into or upon the said land hereby sold so to be TO HAVE AND TO HOLD that 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 of any such charge, mortgage, attachment or any other encumbrances whatsoever the vendors shall be liable to compensate the purchaser adequately for any other loss that the purchaser has to suffer in consequence thereof.

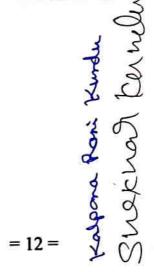
A N D

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 declares that if the purchaser is deprived of possession of the said land or any part thereof for the defect of title of the vendors and shall be liable to compensate 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 covenant that the vendors has not entered into any other contract with any other person for sale ,transfer or 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 recitalsmade herein are proved to be false the vendor shall be liable to compensate the purchaser adequately for the loss to be sustained by the purchaser in consequence thereof.

SCHEDULE OF LAND

All that piece or parcel of raiyati land measuring 1(One) Bigha 18 (Eighteen) Cotta 5 (Five) Chh. or 0.6321 acre at an annual rent of Rs. 0.55 paise only, appertaining to and forming part of 22.28 acres of land at an annual rent of Rs. 19/-& 39 paise only, the proportionate rent for the demised plot of land is payable to the landlord the Govt of west Bengal represented by the B.L.&.L.R.O. Rajganj, situated within Pargana Baikunthapur Mouza Dabgram, J.L. No. 2, Ward no. 41, P.S.Bhaktinagar, S.R. office & District Jalpaiguri, appertaining to R.S. Khatian No. 682, in Sheet No. 4, comprising of part of Plot Nos. 53, 55 & 56 Total measuring 1 Bigha 18 Cotta 5 Chh. or 0.6321 acre of land are hereby jointly sold.and the sold land are shown in the site plan by the red demarcation annexed herewith and forming part of these present.

The demised plot of land are butted and bounded as follows:-

NORTH- Land of Ratna Chakraborty,

SOUTH - 20' to 18' Wide Accordingly Road

EAST - Land of M/S Kanishk Agencies Pvt. Ltd.

WEST - 42' Wide Road,

= 13 =

IN WITNESS WHEREOF the Vendors put their signatures on this deed on the day month and year first above written.

WITNESSES

1. Suthorn Agarwal

Sto hate Basestwarlal Homol
Sevou Road Siligeni

Prepared by me

(Pijush Kanti Sarkar)

Deed Writer Island Licence No. 26.

2. Saujit und

Son of 1- Son's Sun's Kung Kunde Bhasan Bilhan Road

Typed by me

(S. SAHA)

<u>CLAIMANT SHEET</u> Fore Middle Ring Thumb Little Finger Finger Finger Finger Left Hand Right Hand Signature with date Left рното. Hand Full Signature of the person Right Hand Signature with date Left Hand Right Hand Sneknan Icernely Signature with date Left Hand Right Hand

Kalpana Rom

Signature of R. O. Signature with date

Kalpona Rani

