4468 2019104 4754 5000Rs. A1639.00 in Cits. Registrary 20/12/6) Page - 1 DEED **OF** SALE THIS INDENTURE IS MADE ON THE 15th DAY OF September 2004.



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### **DESCRIPTION** OF LAND: -

Land measuring :- 15 Katthas or equal to

25 decimals only.

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Total Price

:- Rs.=1,50,000/- only.

Mouza of land

:- MAHISHMARI

Police Station

:- Matigara,

District

:- Darjeeling (W.B.)

Champasari Gram Panchayat Area.

BETWEEN

# SHRI DEO KUMAR GUPTA, S/o- Shri Shiv

Datt Sah, Hindu by faith, Business by occupation, Indian Nationality, Resident of Jayotinagar, Champasari More, Siliguri, P.O.- Champasari, Via- Pradhannagar, P.S. – Matigara, Sub-division – Siliguri, District - Darjeeling in West Bengal State, Pin Code No.- 734403 hereinafter called the "PURCHASER" (which expression shall mean unless, excluded by or repugnant to the context be deemed to include his heirs, executors, successor-in-office, successor-in-interest, legal representatives, administrators and / or assigns) of the ONE PART.

AND

## SHRI BISWAJIT GHOSH, S/o - Late Chinta

Haran Ghosh, Hindu by faith, Business by occupation, Indian Nationality, Resident of Subhashpally, Siliguri, P.O. & P. S. & Sub-division – Siliguri, District – Darjeeling (W. Bengal) Pin Code No.- 734401 hereinafter called the "<u>VENDOR</u>" (which expression shall mean unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, legal representatives, administrators and / or assigns) of the OTHER PART.

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WHEREAS Vendor hereof Shri Biswajit Ghosh, s/o- Late Chinta Haran Ghosh of Subhashpally, Siliguri is recorded owner / raiyat in khatian no.- 135 (Old - 40 by Name Budhuram Mahali) within Plot No.-589 (Old -292, 294 & 296) the land measuring 1 acre under Mouza - Mahishmari, J.L. No.- 47, P.S. - Matigara, District - Darjeeling in West Bengal, More Details is in the below scheduled land.

AND whereas here before One Shri Budhuram Mahali, s/o-Late Doro Mahali was recorded owner / raiyat in khatian no.- 40 within Plot No.- 292. 294 & 296 the land measuring 2.76 acre under Mouza – Mahishmari, J.L. No.- 47, P.S. – Matigara, District – Darjeeling (W.B.)

AND whereas being owner-in-such possession the above-named Shri Budhuram Mahali, in need of money for purchasing better land elsewhere, had applied before the Scheduled Castes and Tribes Welfare Officer, Siliguri for obtaining permission to sell his 1 acre land out of his aforesaid total land measuring 2.76 acre to Shri Shyam Sundar Agarwal s/o- Late Ram Kumar Agarwala of Khalpara, Siliguri, and after being satisfied, the Scheduled Caste and Tribes Welfare Officer granted him permission to sell the said land measuring 1 acre to Shri Shyam Sundar Agarwal vide his order being Memo No.- 1020 (2) / SCTW / SLG, Dated 19.09.89. After obtaining the said permission Shri Budhuram Mahali sold and transferred the said land measuring 1 acre to and in favour of Shri Shyam Sundar Agarwal, by executing a deed of Conveyance, registered on 21.09.1989 at Siliguri Sub-Registry Office and recorded in book no.-1, being deed no.-I-6073 for the year 1989.

AND whereas thereafter Shri Shyam Sundar Agarwal, s/o- Late Ram Kumar Agarwala of Khalpara, Siliguri, District – Darjeeling sold his aforesaid all total 1 (One) acre land to Shri Biswajit Ghosh, s/o- Late Chinta Haran Ghosh of Subhashpally, Siliguri, District – Darjeeling ,by virtue of a registered deed of sale, registered in the office of the Addl. Dist. Sub-Registrar Siliguri in book no.-1, being deed no. - 820 for the (Continue on next page.)

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year 1992, other details is in the below scheduled land.

AND whereas Shri Biswajit Ghosh muted his name in khatian at the office of the Revenue Inspector, under Matigara Block, District-Darjeeling under section 50 of the west Bengal land Reforms Act –1955. And got a above said New Khatian No.- 135 within New Plot No.- 589 in place of old Plot No.- 292. 294 & 296, under Mouza – Mahishmari, P.S. – Matigara, District – Darjeeling, and he becomes absolute Owner/ Raiyat of aforesaid land and also have permanent heritable and transferable right and interest therein and keeping actual khas and physical possession thereof and have been enjoying over the land free from all encumbrances and charges, equsission or requsission mortgage, loan whatsoever.

AND whereas Shri Biswajit Ghosh being in need of money for purpose of developmental scheme / plan of his other property and works and firmly and finally has decided to sell some part of aforesaid land more fully described in the below schedule, and also has offered to the purchaser for purchase.

AND whereas the purchaser hereof Shri Deo Kumar Gupta accepted the offer of the vendor, and firmly and finally has agreed to purchase the below scheduled land, and also offered a price of sum of Rs.=1,50,000/- only.

AND whereas Shri Biswajit Ghosh considering the price so offered by the purchaser as fair, reasonable and highest in view of the prevailing market rate and firmly and finally has agree to sale his below scheduled land unto and infavor of the purchaser hereof, at or for the price of sum of Rs.=1,50,000/- only,

NOW THIS INDENTURE IS WITNESSETH that in pursuance of the said offer and acceptance and also in consideration of Rs.=1,50,000/- (Rupees One lakhs Fifty thousand) only paid in cash by the purchaser to the vendor (the receipt whereof the Vendor doth hereby acknowledge and grant full discharge to the purchaser from the payment (Continue on next page.)

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and the purchaser shall and all times hereafter peacefully and quietly hold possess and enjoy the said land hereditaments and premises hereby granted or expressed so to be unto the use of the purchaser in a manner aforesaid and receive rents issues and profits thereof without any lawful eviction, interruption and demand whatsoever from the vendor or any other person or party lawfully or equitably claiming from under or in trust for him AND that free and clear and freely and clearly and absolute discharged saved harmless and kept indemnified against all estates and encumbrances created by the Vendor and all person having or lawfully or equitably claiming from under or in trust for it and further that the Vendor and all persons having or lawfully or equitably claiming any estate or interest in the said land hereditaments for the Vendor shall and will from time to time at all times hereafter at the request and cost of the purchaser do or execute or cause to be done or executed all such acts or deeds or things whatsoever for further and more perfectly assuring the said hereditaments and premises and every part thereof unto and to the use of the purchaser in the manner aforesaid as shall be reasonably required in future.

AND whereas It is further covenanted that there exists no charges, mortgage, attachments, liens, lispendens or any other encumbrances on the property hereby transferred or expressed or intended so to be or any Part thereof at the date of these presents and in the event of any discovery of any charge, mortgage, attachments, liens, lispendens or any encumbrances whatsoever or any defect in title, right and interest the vendor shall be liable to be dealt with according to law and shall be liable to compensate the purchaser for any loss and injury that the purchaser may sustain and suffer as a consequence thereof.

AND whereas the Vendor further covenants that all rent and other public charges payable for the property hereby transferred or expressed or intended so to be that had accrued due upto date of these (Continue on next page.)

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presents have been paid and all other covenants and conditions required to be observed or performed by the Vendor in relation to the said land has been observed and preformed and in case it transpires otherwise the Vendor shall be liable to indemnify the purchaser for any loss resulting from any such non-payment and non-observance and non performance aforesaid. The Vendor further declares that the entire property forming the subject matter of the present conveyance was in khas, actual and physical possession of the Vendor till the date of these presents.

AND whereas if any defects in title or for any act done or suffered to be done by the Vendor in any way with respect to the property hereby transferred or expressed or intended so to be by these presents the purchaser is deprived of possession or enjoyment of the property hereby transferred or expressed or intended so to be by these presents or any part thereof the Vendor shall be liable to return to the purchaser in full or proportionate part of the consideration money as the case may be together with interest at the rate of two percent per month from the date of such deprivation and shall also be liable for adequate compensation for any loss or injury thereto be sustained by the purchaser and further it is declared by the vendor that the Vendor has not entered into any binding contract with any other persons whatsoever to sell or transfer otherwise the property conveyed by these presents or expressed or intended so to be any part thereof and that there subsists no such contract on the date of these presents and in the event of any such discovery of any such contract of sale or transfer existing with respect to the aforesaid property or any partitiere of at the date of execution of these presents or if any of the recitals made herein are proved to be false then the Vendor shall be liable for false recitals to compensate the purchaser adequately for the loss or injury sustained by him in consequence thereof.

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#### SCHEDULE OF THE LAND

All that piece or parcel of Agricultural Raiyati Vacant Land measuring 15 (Fifteen) katthas or equal to 25 (Twenty-Five) Decimals or by the feet in North side 140 feet length, and in the south side 142 feet length, and in the East side 80 feet wide, and in the West side 74 feet wide's a plot of appertaining to and forming part of 1 Acre land of deed of sale No.-820, year - 1992 as above said, hereby sold in: -

MOUZA

= MAHISHMARI.

J.L.NO.

= 47 ( Forty- Seven).

**PARGANA** 

= PATHARGHATA.

TOUZI NO.

= 91 (NINTY - ONE).

PLOT NO.

= Part of New Plot No.- 589 in place of

Old Plot No.- 292, 294 & 296.

KHATIAN NO.

= New -135, in place of old Khatian No.- 40.

POLICE STATION

= MATIGARA.

SUB DIVISION

= SILIGURI.

REGISTRY OFFICE = Addl. Dist. Sub. Registry Office BAGDOGRA.

DISTRICT

= DARJEELING. (West Bengal).

YEARLY RENT

 Proportionate present Rent Rs.= 50/- subject to the Payment to the Government of W. Bengal.

BOUNDARY: NORTH= 15 (Fifteen) feet wide Kachcha Road.

SOUTH = Land of Shri Suman Chowdhury now sold to

Smt. Laljhari Devi, w/o- Shri Rajkishor Prasad & others.

EAST = Land of Vendor hereof Now Sold to Shri

Birendra Prasad & Shri Surendra Prasad.

WEST = Sold land of Shri Budhuram Mahali.

THE SKETCH MAP OF SOLD LAND HEREBY IS ATTACHED WITH THIS DOCUMENT AND RED BORDER LINES AND GRAPH – "B" OF SKETCH MAP DEMARKETING THE AREA AS PART OF SOLD LAND HEREBY.

(Continue on next page.)

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#### PAGE - 12

IN WITNESS WHEREOF the vendor hereof Shri Biswajit Singh has set and signed this agreement in good health and conscious mind at Siliguri, on the day, month and year as first above written.
WITNESSES: -

Pravod gupts

3/0 late, Refondes pol gupts

champe sami more

Siliguai - 3

(Signature of Vendor)

2. लाला सिंह पिता - श्री राम सिंह रेक्टलेटेड मार्डेट सिलागुड़ी - 3

Drafted & Prepared by me

(Himadri Mohanta)

E/No.- F-1046/1108/02

Advocate, Siliguri

**IMPRESSION SHEET** 

**РНОТО** 

FINGER PRINT OF SHRI DEO KUMAR GUPTA (Purchaser).

1	THUMB FINGER	FIRST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
Ö.	E F T H A N				
Deokumar Gukta	R I G H T H A N N N D		3		

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SIGNATURE OF SHRI DEO KUMAR GUPT

PHOTO

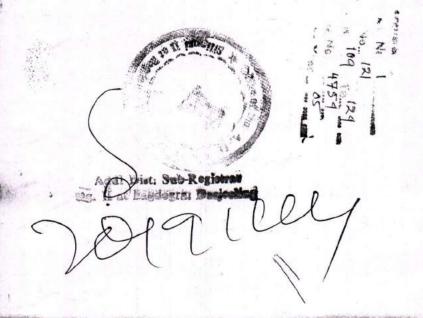
FE ER PRINT OF SHRI BISWAJIT GHOSH (Vendor).

FINGER FIRST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
	T		
	FINGER FIRST FINGER	FINGER FIRST FINGER MIDDLE FINGER	

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SIGNATURE OF SHRI BISWAJIT GHOSH

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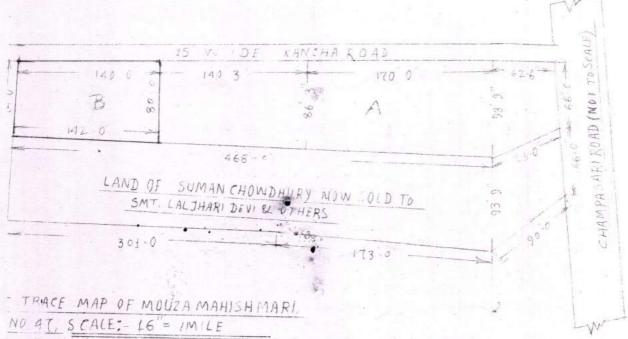


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## CHART

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1E OF PURCHASERS	OLD	NEW	OLD	MEW .	E1644	k ATh	AFF
BIRENDRA PRASAD 2 SRI SURENDER AD BOTH SIO LATE ALIDED SAH YOT NAGAR CHAMPAJARI P.S. MATIGARA	40	135	292(P)	589(F)	2	5	0.75
OF CHAMPH. ARI P.S. MITTE 483:	40	135	2)2(P)	589(F)	0	15	0 25



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	DCHEDULE
PARGANA	, - PATHARGHATA
MOUZA	:- MAHISHMARI
TOUZINO	:- 91
J.L. NO	1- 47
KHATIANN	0 :- 40 (OLD) 135 (NEW)
PLOTNO	:- ALD 292(P) NEW 589(P)
SHEETNO	);- 2
P, S.	:- MATIGARA
DIST.	:- DARJEELING (W B)

DRAWNEY Glasmaka: 11/2/04/Sig

131/5 LUC JUA STA