

. Shiba Prosed Dutte Bejdogie Presented for Registration . 12 3 OAMEP. on 285td the de of Absel 1997 Les SHECUTANTICLABORNTIATTORNEY. add Dier sab-Regim Siliguri, mac Deziceling 23.4-97 Der Ray Slo Late Albhaymatt, Ray Le Resolvan Bist Darjoeling/Jalpaigari विस्तिक द्वार SudhirchReg 8/0 Late Dur syamalankey Robin dra Noger 99 Sile Guri De Sile Guri De Sar Jeelings. See Mir ch. Ray Mi Bertelley Amount Here Citionial, mass invications

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BETWEEN

SRI SHIBA PRASAD DUTTA, S/O Sri Amarendra Nath Dutta, Hindu by religion, business by occupation, resident of Airport More, P.O. Bagdogra, P.S. Naxalbari, Dist: Darjeeling, hereinafter called the "PURCHASER" (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, legal representatives, administrators and assigns) of the ONE PART.

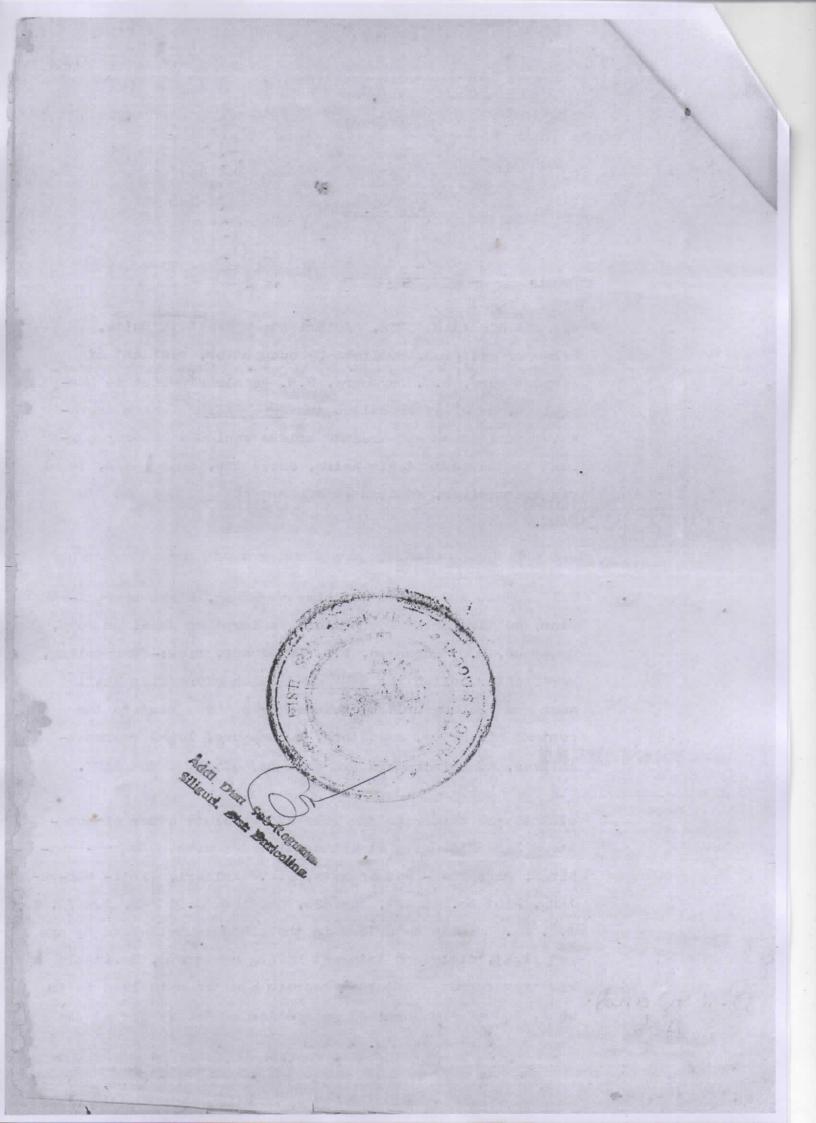
AND

SRI BISHADU ROY, S/O late Abhay Nath Roy, Hindu by religion, cultivator by occupation, resident of Rupsingh Jote, Gosaipur, P.O. Bagdogra, P.S. Naxalbari, Dist:- Darjeeling, hereinafter called the "VENDOR" (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, legal representatives, administrators and assigns) of the OTHER PART.

WHEREAS the Vendor is the sole and absolute owner of homestead land measuring 1½ kathas situated within Mouza - Rupsingh, Paragana - Patharghata, P.S.Naxalbari, Dist:- Darjeeling, Plot No.Old 481, New 626, Khatian No.Old 48, New 76, J.L. No.91 fully described in the schedule below and he 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 Vendor at the date of these presents.

D.K.N and

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WHEREAS the VENDOR, being in need of money for his own developmenta plans, has firmly and finally decided to sell and has also offerred for sale his said land measuring 13 kathas disclosing the aforesaid facts relating to the said land fully described in the SCHEDULE below and declaring the same free from all encumbrances and charges whatsoever.

### AND

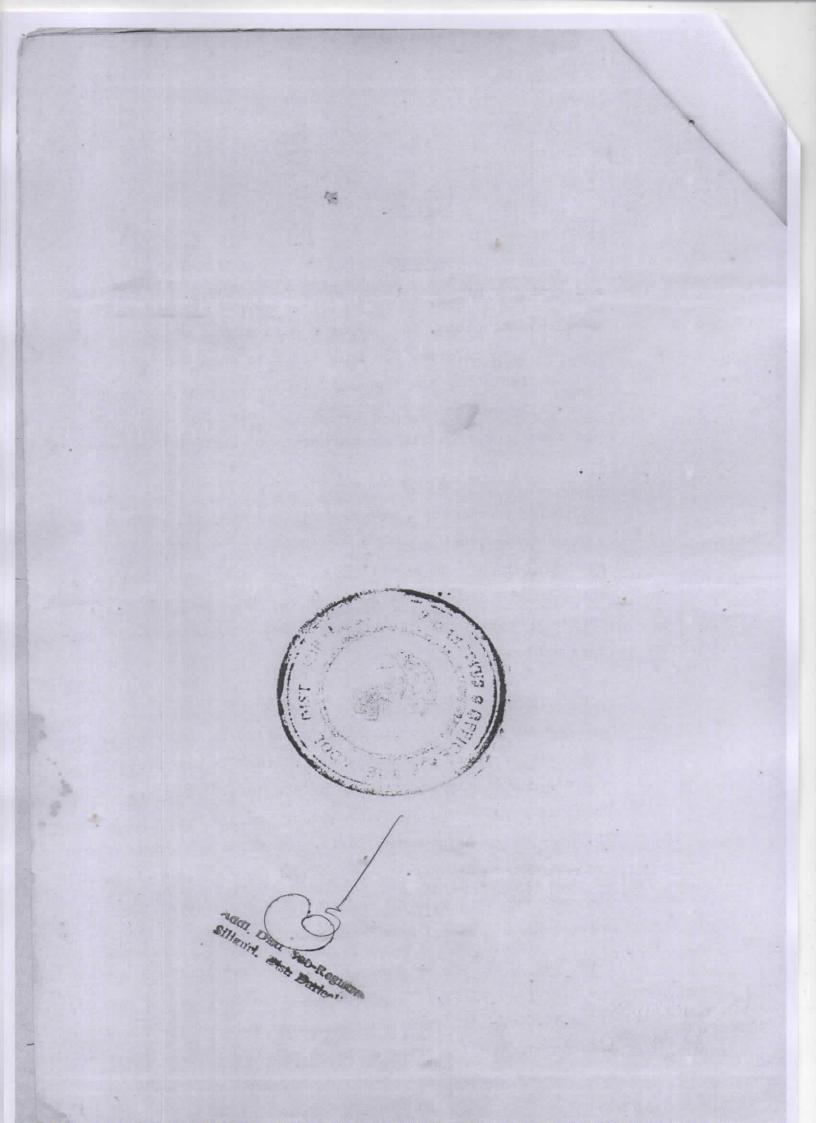
WHEREAS the PURCHASER, relying on the aforesaid statements of the Vendor, has agreed to purchase ALL THAT PIECE OR PARCEL of land measuring 12 kathas as fully described in the SCHEDULE appended below at or for the price of Rs.15,000/-(fifteen thousands) only free from all encumbrances and charges whatsoever.

### AND

WHEREAS the Vendor, considering the price so offerred by the purchaser as fair, reasonable and highest in the prevailing market, has firmly and finally agreed to sell his said below schedule land to the Purchaser at or for the price of Rs. 15,000/-(fifteen thousands) only, free from all encumbrances and charges whatsoever.

NOW the aforesaid land is transferred unto the Purchaser in the manner as appearing hereinafter.

NOW THIS INDENTURE OF SALE WITNESSETH that in pursuance of the aforesaid offer, acceptance and consideration of the sum D. K.N One of Rs. 15,000/-(fifteen thousands) only paid by the Purchaser this day to the Vendor in cash (the receipt whereof the Vendor does hereby acknowledge as having received and the Vendor





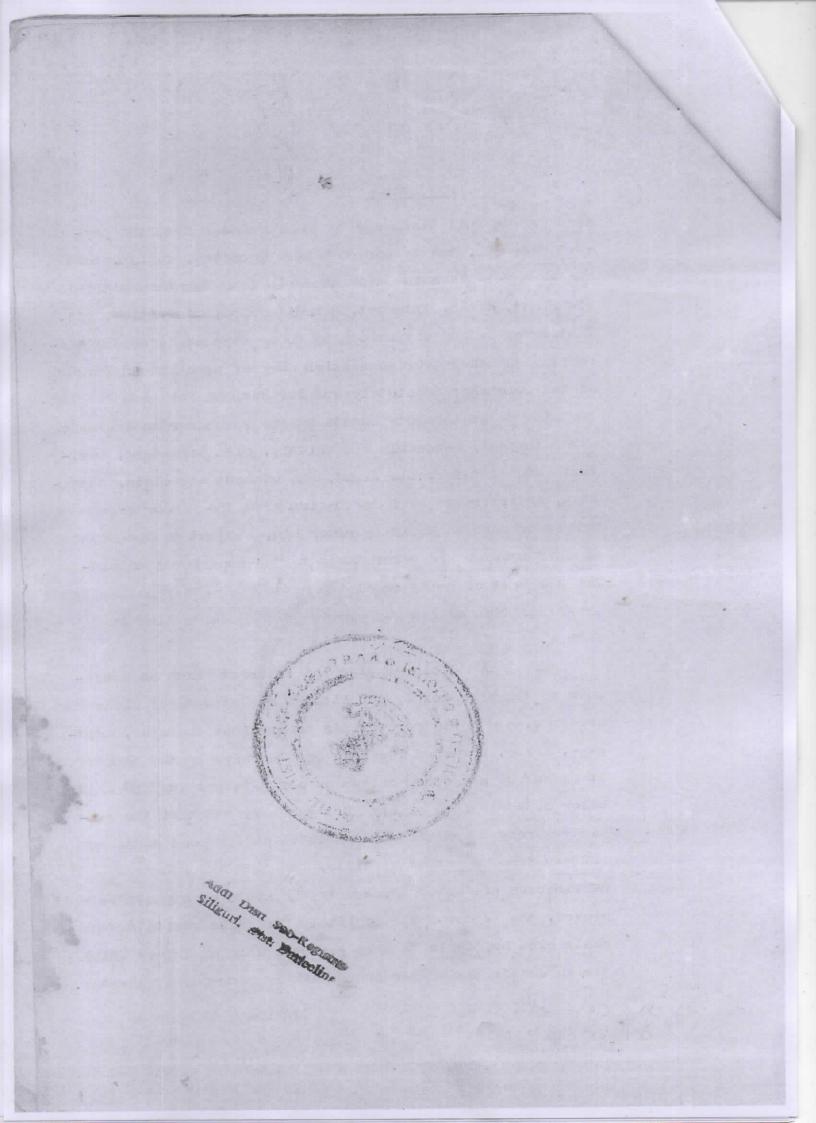
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also grants full discharge to the Purchaser from the payment thereof), the Vendor DOTH hereby convey, assign, sell and transfer his said below schedule land together with all his right, title, interest, hereditaments, liber ties, etc. whatsoever in any way belonging to or reputed to belong therewith and makes over possession thereof unto and in favour of the Purchaser absolutely and for ever TO HAVE AND TO HOLD the same as an absolute estate by the Purchaser as exclusive owner thereof, peaceably and quietly, with permanent, heritable and transferrable right, and without any claim, objection, interference or interruption from the Vendor or any person or persons claiming under him, subject to the payment of land revenue and other taxes to the superior landlordnow the Govt of West Bengal and/or to such other Authority or 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 presents, and that there exists no previous transfer, mortgage, lease, contract for sale or otherwise by the Vendor in favour of any other person or party respecting the said below schedule land or any part thereof, and that the property hereby transferred, expressed or intended so to be suffers from no defect of title, and that the recitals made hereinabove are all true, and in the event of any contrary is proved, the Vendor shall be liable for false recitals and shall also be liable to make good the loss or injury which the Purchaser may suffer or sustain in consequence thereof.

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THE VENDOR further covenants with the Purchaser that if for any defect of title of the said below schedule land or for any act done or sufferred to be done by the Vendor, the Purchaser be deprived of ownership or of possession of the said below schedule land or any part thereof in future, then the Vendor shall return to the Purchaser the full or proportionate part of the consideration money as the case may be together with an interest at the rate of rupees two percent per month, from the date of such deprivation of ownership or of possession and the Vendor shall further be liable to pay adequate compensation for any other loss or injury which the purchaser may suffer or sustain resulting therefrom.

# SCHEDULE OF THE LAND

ALL THAT PIECE OR PARCEL of homestead land measuring 12 kathas (one and half kathas) situated within Mouza-Rupsingh, Paragana-Patharghata, P.S. Naxalbari, Dist: Darjeeling, Old J.L. No.91, Plot No.01d 481, New 626, recorded in Khatian No.01d 48, New Khatian No.76, Touzi No.91, Sub Division - Siliguri, A.D.S.R. Office Siliguri, is hereby sold by the Vendor to the Purchaser.

The aforesaid sold land is butted and bounded as follows:-

By the North :- Land of the purchaser.

By the South :- Land of the purchaser

By the East :- Land of the Vendor.

By the West :- Land and house of Sri Bimalesh Deb

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