5000Rs.

INDIA NON JUDICIAL

५000रु. Rs 5000

सत्यमेव जयते

भारत

पाँच हज़ार रुपये FIVE THOUSAND RUPEES

Sankar Prasad Dutta

Addl. Dist. Sub Registrar
Siliguri Dt. Darjeeling

:: D E E D O F S A L E ::

This Deed of Sale is made on this the 16th day of July, 1996.

Area:4-decimals or 2½-kathas.
Mouza-Rup Singh,
P.S.Naxalbari,
Dist.Darjeeling.
Price:50,000/-

B e t w e e n

Sri Shiba Prosad Dutta, son of Sri Amarendra Nath Dutta, Hindu by religion, Business by occupation, resident of C/O Doctor's Bakery, Airport More, P.O.Bagdogra, P.S.Naxalbari, Dist.Darjeeling, hereinafter called the "P U R C H A S E R" (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.

D.K. Nandi
Adv:

(Contd.to p/2)

No ... 720 ... Dated 9/7/96
Paid to Sri/Smt... Shiba Prasad Dutta
Of ... Bagdogra
Rs. Judicial/Court Fee stamps worth 5,000/-
Rs. ...

Stamp Head Clerk
Siliguri Treasury-I

12-15 p.m.
16th July 1996.

Sankar Prasad Dutta

Sankar Prasad Dutta

16-7-96

4784

Sankar Prasad Dutta

Execution is admitted by
Sankar Prasad Dutta
S/o Sri Amarendra Nath Dutta
Sree Colony
Naxalbari
Hindu
Business

Uttam Ghosh.
S/o. Late. Sudhangshu Ghosh.
Vill. Khudirampally.
P.O. Bagdogra.
Dist - Darjeeling.

Uttam Ghosh.
S/o Late Sudhangshu Ghosh
Khudirampally
Naxalbari
Hindu
Business

16-7-96

Sankar Prasad Dutta

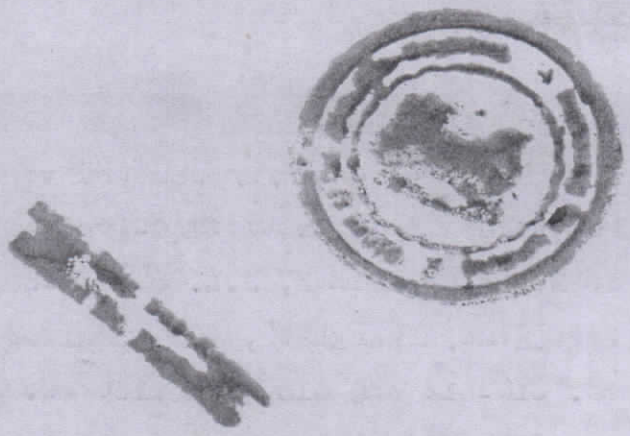
A N D

Sri Sankar Prosad Dutta, son of Sri Amarendra Nath Dutta, Hindu by religion, Business by occupation, permanently residing at 25, Anjangarh, P.O. & P.S. Birati, Dist. North 24-Parganas at present residing at C/O Sri Arun Kanti Majumder, Sree Colony, P.O. Bagdogra, P.S. Naxalbari, District-Darjeeling, hereinafter called the "V E N D O R" (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 on 28/8/1989 the vendor purchased a plot of homestead land measuring 4-decimals or 2½-kathas, situated in Mouza-Rup Singh, J.L.No. Old-80, New-95, Touzi No.91, Paragana-Patharghata, P.S.Naxalbari, Dist.Darjeeling, Plot No. Old-513 and 515, New Plot No. 480 and 481 now New Plot No. 627(P), Khatian No. Old-24/1, New Khatian No. 217, from one Sri Krishna Gopal Nath, son of late Gour Chandra Nath of Matigara, P.S.Matigara, Dist.Darjeeling, by virtue of a registered Sale Deed registered in Book No.1, Volume No.91, pages 151 to 154, being No. 5733-for the year 1989, registered at Siliguri S.R.Office on 28/8/1989.

(Contd.to p/3)

D.K. Nandi
Adv.



Sankar Prasad Dutta

A N D

WHEREAS the aforesaid land was mutated in the name of the vendor by the prescribed authority u/s 50 of the West Bengal Land Reforms Act 1955 i.e. by the Revenue Officer, Siliguri-Naxalbari Block, Dist.Darjeeling.

A N D

WHEREAS since the date of aforesaid purchase the vendor is in actual, khas and physical possession of the said homestead land measuring 4-decimals or 2½-kathas fully described in the schedule below and he has got right, title and interest therein having permanent, heritable and transferrable right, title and interest therein and the said land is in the peaceful possession of the vendor at the date of these presents and the said land is also free from all encumbrances and charges whatsoever.

A N D

WHEREAS the vendor, being in need of money for his own developmental plans and schemes, has firmly and finally decided to sell his said land measuring 4-decimals or 2½-kathas fully described in the schedule below ,disclosing the aforesaid facts relating thereto and declaring the same free from all encumbrances and charges whatsoever.

(Contd.to p/4)

D. K. Nandi
Adv.

Sankar Prasad Mitra

A N D

WHEREAS the purchaser, relying on the aforesaid statements of the vendor, has agreed to purchase the said below-scheduled land of the vendor at or for the price of Rs.50,000/-(Rupees Fifty thousand)only free from all encumbrances and charges whatsoever.

A N D

WHEREAS the vendor, considering the said price so offered by the purchaser as fair, reasonable and highest in the prevailing market, has firmly and finally agreed to sell his said below-scheduled land to the purchaser at or for the said price of Rs.50,000/-(Rupees Fifty - - thousand)only free from all encumbrances and charges whatsoever.

NOW THIS INDENTURE OF SALE WITNESSETH that in pursuance of the aforesaid offer, acceptance and in consideration of the said sum of Rs.50,000/-(Rupees Fifty thousand)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 also grants full discharge to the purchaser from the payment thereof), the vendor doth hereby convey, assign,

(Contd.to p/5)

D. K. Nandi
Adv.

Sankar Prasad Mitra

sell and transfer his said below-scheduled land together with all his right, title, interest, hereditaments, liberties, easements, trees and fences etc. whatsoever in any way belonging to or reputed to belong therewith free from all encumbrances and charges whatsoever 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 other person or persons claiming under him, subject to the payment of land revenue and other taxes to the superior landlord -now the Govt. of West Bengal.

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 scheduled land or any part thereof, and that the property hereby transfferred , expressed or intended so to be suffers from no defect of title, and the recitals

(Contd.to p/6)

D. K. Nandi
Adv.

Dr. Dr.

Sankar Prasad Dutta

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.

The vendor further covenants with the purchaser that if for any defect of title of the said below-scheduled land or for any act done or suffered to be done by the vendor, the purchaser be deprived of ownership or of possession of the said below-scheduled land or any part thereof in future, then the vendor shall forthwith 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 twenty percent per annum from the date of such deprivation of ownership or of possession , and that the vendor shall also pay adequate compensation to the purchaser for any other loss or injury which the purchaser may suffer or sustain resulting therefrom.

(Contd.to p/7)

D. K. Nandi
Adv.

Sankar Prasad Dutta

:: SCHEDULE OF THE LAND ::

ALL THAT PIECE OR PARCEL of Homestead land measuring 4(four) decimals or 2½-kathas, situated in Mouza-Rup Singh, J.L.No. Old-80, New-95, Touzi No.91, Paraganа-Patharghata, P.S.Naxalbari, Dist.Darjeeling, Plot No. Old-513 and 515, New Plot No. 480 and 481 now New Plot No. 627(P), Khatian No. Old-24/1, New Khatian No. 217, Sub-division and A.D.S.R. Office-Siliguri.

The said land is butted and bounded as follows :

By the North :- Military Camp ;

By the South :- Land of the purchaser and then National Highway;

By the East :- Land of the purchaser;

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

In witness whereof the vendor, in good health and conscious mind, has set and subscribed his hand on this Deed of Sale on the day, month and year first above written.

Witnesses:

(1) Uttam Ghosh.
S/o. Late. Sudhangshu Ghosh.
Vill. Khudirampally
P.O. Bagdogra
P.S. Naxalbari.
Dist. Darjeeling.

Sankar Prasad Dutta
(V E N D O R)

Drafted, readover & explained by me and typed in my office.

Dipak Kr. Nandi
(Dipak Kumar Nandi)
Advocate, Siliguri.
E.No.F-90/85/86.

7/2

0.17-8

[redacted] 60 [redacted] 68
[redacted] 63 [redacted]
[redacted] 36.30
76

6-9-96