





THIS INDENTURE MADE ON THIS THE W DAY OF

DECEMBER IN THE YEAR TWO THOUSAND AND FOUR.

BETWEEN

V.K. UDYOG LTD. – a Limited Company, incorporated under the companies Act, 1956, having its head Office at Poonam Building, 6th floor, 5/2, Bussel Street, Kolkata -71, represented by its Managing Director Sri Gupteshwar Prasad, Son of Late Jatan Prasad, Hindu by religion, Business by occupation, resident of Nehru Road, Siliguri, P.S. Siliguri, Dist. Darjeeling-hereinafter called the "PURCHASER" (which expression shall mean and include unless excluded by or repugnant to the context its heirs, executors, successors, legal representatives, administrators and assigns) of the ONE-PART.

AND

SRI PHANI BHUSAN GHOSH, Son of Late Kshetra Mohan Ghosh, Hindu by religion, Business by occupation, resident of Lake Town, P.S. Bhaktinagar, Dist. Jalpaiguri-hereinafter called the "VENDOR" (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successor, legal representatives, administrators and assigns) of the OTHER PART.

WHEREAS the Vendor hereof is the recorded owner of land measuring 1.36 acre and the said land has been recorded in the name of the Vendor in Settlement Survey's Khatian No. 200/1, of Mouza Kalaram, recorded in Plot No. 335, 336, 337 338 & 340 of the said Mouza, J.L. No. 76, P.S. Phansidewa, Dist. Darjeeling, as such by the aforesaid facts the Vendor hereof became the sixteen annas share of the said land and has got right, title and interest having permanent heritable and transferable interest therein and the said land is in khas, actual and physical possession of the Vendor at the date of these presents.

AND

WHEREAS the Vendor hereof, being in need of money for his developmental plans and schemes has decided to sell and has also offered for sale his said

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land measuring 1.36 acre, as stated above and fully described in the SCHEDULE below , disclosing the aforesaid facts relating thereto and declaring the same free from all encumbrances and charges whatsoever.

AND

WHEREAS the Purchaser hereof, relying on the aforesaid facts and statements of the Vendor, has agreed to purchase the said land of the Vendor measuring 1.36 acre as stated above and fully described in the schedule below at or for the price of Rs. 3,00,000.00 (Rupees three lakh) only, free from all encumbrances and charges whatsoever.

AND

WHEREAS the Vendor hereof considering the price so offered by the Purchaser as fair, reasonable and highest in the prevailing market, has firmly and finally agreed to sell his said land measuring 1.36 acre as stated above to and in favor of the Purchaser, at or for the aforesaid price of Rs. --- 3,00,000=00 (Rupees three lakh) 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 sum of Rs. 3,00,000.00 (Rupees three lakh) only, paid by the Purchaser this day to the Vendor in cash (the receipt whereof the Vendor does hereby acknowledge as having fully received and the Vendor also grants full discharge to the Purchaser from the payment thereof), the Vendor DOTH hereby convey, assign, sell and transfer his said below scheduled land together with all heis right, title, interest, heredidtaments, liberties, easements, trees and fences etc. whatsoever in any way belonging to or reputed to belong therewith and makes over physical 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 absolute owner thereof, peaceably and quietly, with permanent, heritable and transferable right, title and interest 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 landlord - now the Govt. of West Bengal.

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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, contract for sale or otherwise by the Vendor in favour of any other person or party respecting the said below scheduled land and that the land 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.

The Vendor further covenants with the Purchaser that if for any defect of title of the said below scheduled property 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 fifteen 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 there from.

: SCHEDULE OF THE LAND HEREBY SOLD

All that piece or parcel of Agricultural land measuring 1.36 acre, situated within Pargana Patharghata Mouza Kalaram, P.S .Phansidewa, Dist. Darjeeling, J.L. No. 76, Khatian No. Hal 200/1, Plot No. 336, measuring 0.58 acre, Plot No. 337 measuring 0.15 acre, Plot No. 338 measuring 0.30 acre, Plot No. 335 measuring 0.27 acre, and Plot No. 340 measuring 0.06 acre, in five Plots totaling an area measuring 1.36 acre, of land is sold and the said land is delineated in the plan shown by Red Border lines annexed herewith and forming part of these presents, and the said land is bounded as follows :-

On the North: Land of Dinesh Ghosh & Others,

On the South: Land of Purchaser,
On the East: P.W.D. Land, and further East P.W.D. Road,
On the West: Ranidanga Mouza.

Within this boundary 1.30 Acre. is sold.

AND

On the North: Land of Purchaser, On the South: 12'-0" wide Road,

On the East: Land of Sambhu Ghosh & Other,

On the West: Land of Haripada Mandal,

Within this boundary 0.06 acre of land is sold.

Within the aforesaid two boundaries total 1.36 acre of land is sold.

IN WITNESS WHEREOF the Vendor hereof, in good health and conscious mind, has executed this Deed of Sale (Conveyance) on the day, month and year first above written.

Witnesses:

1. Narosh Ch. Roy Sto Late Perena cu Roj VIII Rahamu jote 1.0 Leusi Pakuas

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Drafted and prepared by me and typed in my office

(PRADIP KUMAR SARKAR) Deed Writer, Siliguri. Licence No. 34/84

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Signature with date

