





Nokul Chechi Abender Chechi Hade - Andrew Chechi Hade - Chechi Hade Andrew Chechi Hade - Chechi Hade

seyode cituto (Rehabir)

THIS INDENTURE MADE THIS THE DAY OF NOVEMBER 2005 (TWO THOUSAND FIVE).

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00AA 514737





शक्तिका पश्चिम बंगाल WEST BENGAL

00AA 514736

Garrighish (Chrochis)

Makul Che

200

-RS. 8,50,000/-

AREA OF LAND MOUZA

TOTAL CONSIDERATION

: 2.93 ACRE : KALARAM

PARAGANA POLICE STATION PATHARGHATA

KHATIAN NO.

PHANSIDEWA 16/3, 17/1, 224/1,

280, 281, 282, 283,

284,285,286

PLOT NO. J. L. NO.

142, 143

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BETWEEN

Begat chitin (486th)

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2. SRI DEEPAK CHHETRI S/o Late Jit Bahadur Chhetri,

2. SRI KAMAL CHHETRI S/o Late Jit Bahadur Chhetri,

3 SRI SAHADEB CHHETRI S/o Late Jit Bahadur Chhetri

SRI NAKUL BAHADUR CHHETRI S/o Late Jit Bahadur Chhetri,

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SRI ARJUN CHHETRI S/olate Jit Bahadur Chhetri,

6.SRI HIRALAL CHHETRI S/o Late Jit Bahadur Chhetri,

SRI INDRA BAHADUR CHHETRI S/OLate Jit Bahadur Chhetri,

- 8.SMT DHANMAYA CHHETRI W/o Late Jit Bahadur Chhetri,
- 9 SMT CHHAMPA CHHETRI W/O Sri Krishna Bahadur Chhetri, D/o Late Jit Bahadur Chhetri,
- 10 SMT GOURI GHOSH (CHHETRI) W/o Sri Ananda Ghosh, D/o Late Jit Bahadur Chhetri,

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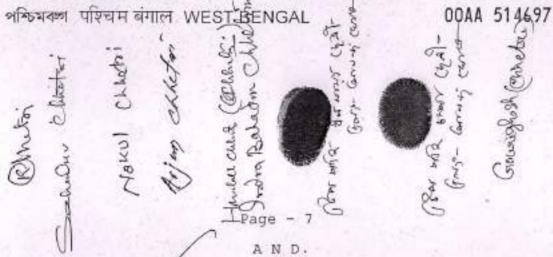
Hindu by Religion, No. AI1 are 1 Service/Business and No. 8 to 10 Housewife by occupation, No. 1 to 8 and 10 Permanent Resident of Ranidanga, Kalaram, P.S Phansidewa in the District of Darjeeling No. 9 residing at Typhu Tea Estate, Bagdogra in the District of Darjeeling hereinafter jointly and collectively called VENDORS / FIRST PARTY (which expression shall mean and include unless excluded by or repugnant to the context their heirs executors, successors, administrators, representatives and assigns) of the ONE PART.

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SRI NARSINGH AGARWAL Son of Late Daya Ram Agarwal, Hindu by religion, Indian by Nationality, Business by occupation, resident of Jorethang bazaar, P.O. & P.S. Jorethang in the state of Sikkim --- hereinafter called SECOND PARTY/PURCHASER (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, administrators, representatives and assigns) of the OTHER PART.

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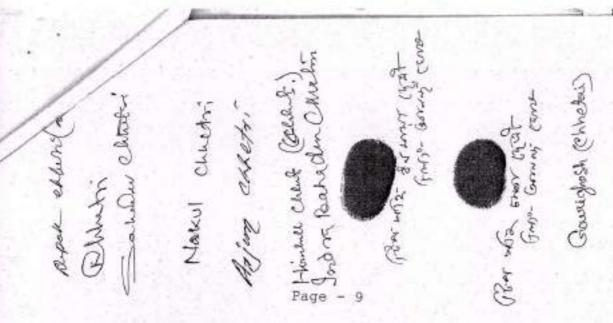
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WHEREAS one JIT BAHADUR CHHETRI acquired all that piece and parcel of Land measuring 2.67 Acres appertaining to and forming part of old Plot No. 9 recorded in Khatian No. 2/1, 2/3, 2/5, 2/7 of Mouza Kalaram in the District of Darjeeling by virtue of a Deed of sale executed by JAGANNATH JINDAL and Registered at the office of the Sub-Registrar Siliguri and Recorded in Book No. I, Being Document No. 4690 for the year of 1989.

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AND

WHEREAS after possessing the land said JIT BAHADUR CHHETRI died intestate living behind him his following legal heirs namely:-

1.	SRI DEEPAK CHHETRI	Son
2.	The state of the s	Son
3.	SRI SAHADEB CHHETRI	Son
4.	THE PROPERTY	
5.	The second secon	Son
	SRI HIRALAL CHHETRI	Son
7.	THE PERSON CHILD INT.	Son
8.	SMT DHANMAYA CHHETRI	Wife
	SMT CHHAMPA CHHETRI	Daughter
10	SMT GOURI GHOSH (CHHETRI)	Daughter
prope	inherit all his Moveable erties.	and immovable

AND

WHEREAS vendors hereof acquired all that piece and parcel of Land measuring 2.67 Acres part of land as more fully described in the Schedule below by virtue of inheritance after demise of JIT BAHADUR CHHETRI.

AND

WHEREAS Vendors No. 5, 6 & 7 hereof SRI ARJUN CHHETRI, SRI HIRALAL CHHETRI & SRI INDRA BAHADUR CHHETRI also jointly acquired all that piece and parcel of Land measuring 2.67 Acres by virtue of a deed of conveyance executed by SRI INDRA LAL PRADHAN and registered at the office of the Sub-Registrar at Siliguri and recorded in Book No. I, being document No. 3226 for the year 1984.

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WHEREAS during current revenue survey name of vendors hereof are duly recorded in Khatian No. 16/3, 17/1, 224/1, 280, 281, 282, 283, 284, 285, 286 in respect of the land measuring 5.60 Acre appertaining to and forming part of Plot No. 142 143 & 144 of Mouza - Kalaram in District of Darjeeling.

AND

WHEREAS since inheritance and purchase Vendors hereof are/were in the actual, Khas and physical possession of all that piece and parcel of land as fully described in the schedule below without any objection, interruption, claim, demand, whatsoever from any body whomsoever may be, having permanent, heritable and transferable right, title and interest therein.

AND

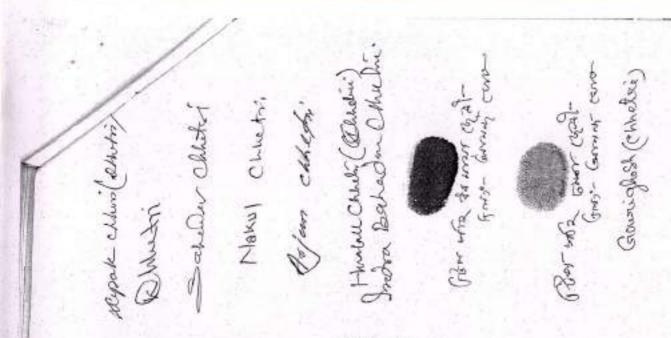
WHEREAS the Vendors being in need of fund for acquiring more profitable properties have offered to sale a piece and parcel of land more fully described in the schedule below.

AND

WHEREAS the Purchaser being in need of land has accepted the offer of the first party and has offered and agreed to purchase the land measuring 2.93 Acre as fully described in the schedule below for Rs. 8,50,000/- (Rupees eight Lakhs fifty thousand only) free from all encumbrances whatsoever.

AND

WHEREAS the Vendors have accepted the price so offered by the Purchaser as fair and reasonable price in view of the prevailing highest market rate of land and has agreed to sale the land measuring 2.93 Acre as more fully described in the schedule below for Rs. 8,50,000/- (Rupees eight Lakhs fifty thousand only) free from all encumbrances whatsoever.

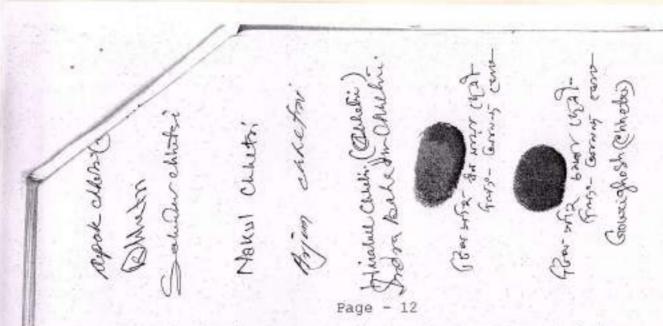


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NOW THIS INDENTURE WITNESSETH THAT:-

In pursuance of the aforesaid offer and acceptance and also in consideration of Rs. 8,50,000/- (Rupees eight Lakhs fifty thousand only), paid by Cash by the purchaser to the Vendors (the receipt whereof the Vendors do hereby acknowledge and grand full discharge to the purchaser from payment thereof) the Vendors do hereby grant, convey, assign and transfer unto and in favour of the purchaser the aforesaid land as fully described in the schedule below and delineated in the plan by red border annexed herewith and forming part of these presents and make over Khas and physical possession thereof the purchaser together with all rights, liberties, privileges, assessments, appendices, appurtenances belonging to or in any way appertaining to the said land and the absolute estate free form all encumbrances and the right, title and interest into and upon the property hereby transferred, expressed or intended so to be TO HAVE and TO HOLD the same subject to the payment of rent, taxes etc. payable to the Superior land lord the State of West Bengal and any other proper authority.

AND the Vendors hereby covenanted with the purchaser that the interest which the vendors profess to transfer subsists and the vendors have full authority and good power to transfer the said land, expressed or intended so to be unto the purchaser in the manner aforesaid and the Vendors or any person claiming under her shall and will from time to time at times hereafter at the request and cost of the purchaser do execute all such acts, deeds and things whatsoever for further and more effectually assuring the enjoyment and possession of the purchaser thereof and therein as shall and may required.

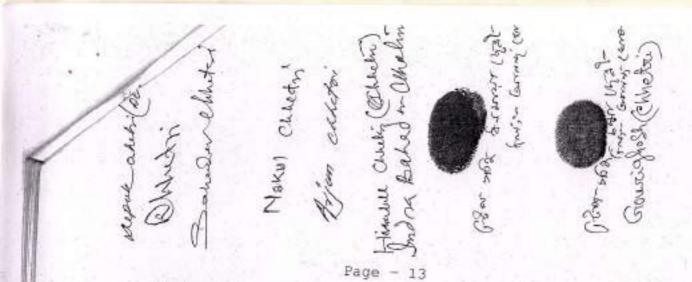


IT is further covenanted that the land described in the schedule below is hold by the vendors have not been surrendered or forfeited and that there exist charge, mortgage, attachment or any other encumbrances whatsoever on the premises hereby transferred or expressed or intended so to be or any part thereof at the date of those presents and in the event of discover of any such charge, mortgage, attachment or any other encumbrances whatsoever the vendors shall be liable to be dealt with according to law both Civil and Criminal as the case may be and shall also be liable to compensate the purchaser for any loss or injury that the purchaser shall have to sustain consequence thereof.

THE Vendors further covenants that all rent and taxes etc. or any other charges payable for the land hereby transferred or expressed or intended so to be that has accrued due upto the date of these presents have been paid and all other covenants and conditions required to be observed and performed and in case if it transpires otherwise the vendors shall be liable to indemnify the purchaser for any loss resulting from any such non-payment, non-observance and non-performance as aforesaid.

THE Vendors further declares that the entire land forming subject matter of the present conveyance is in Khas and actual possession of the vendors at the date of these presents. If for any defect to title or for any act done or suffered to be done by these presents the purchaser is deprived of possession or enjoyment of the property hereby transferred or expressed or intended so to be these presents or any part thereof the vendors shall be liable to return to the purchaser the full or proportionate part or the consideration money as the case may be together with interest at the rate of 24% per annum from the date of such deprivation or dispossession and shall also be liable for adequate compensation any loss or injury attending thereto be sustained by the purchaser.

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IT is hereby further declared by the Vendors that the vendors have not entered in to any binding contract with any other person whatsoever to sell or to transfer otherwise the said land conveyed by those presents or intended so to be or any part thereof and that there subsists no such contract of sale or transfer existing with respect to the aforesaid land or any part thereof at the date of these presents or if any of the recitals made herein are proved to be false the vendors shall be liable to be dealt with according to law for false recitals made therein and shall also be liable to compensate the purchaser adequately for the loss or injury to be sustained by the purchaser in consequence thereof.

SCHEDULE

All that piece and parcel of land measuring 2.93 (Two point nine three) Acres appertaining to and forming part of Plot No. 142 (One four two), 143 (One four three) recorded in Khatian - 16/3 (One six by three), 17/1 (One seven by one), 224/1 (Two two four by one), 280 (Two eight zero), 281 (Two eight one), 282 (Two eight two), 283 (Two eight three), 284 (Two eight four), 285 (Two eight five), J. L. No. 076 (zero seven six), Mouza = Kalaram, Pargana = Patharghata P.S. Phansidewa in the District of Darjeeling. Land measuring 0.27 Acres in Plot No. 142 and 2.66 Acres in Plot No. 143 is herby sold, transfer and handed over to and infavour of the Purchaser hereof.

Land as mentioned above hereby sold by the Vendors is butted and bounded as follows:

BY THE NORTH : LAND OF PLOT NO. 141,

BY THE SOUTH : LAND OF PURNIMA THAPA,

BY THE EAST : VEST LAND OF MOUZA - BARA PATHURAM

BY THE WEST : ANCHAL ROAD,

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INWITNESS WHEREOF the Vendors do hereunto set their hands on the Day, Month and Year first above written.

WITNESSES: -1. Swithles Maketo Godandarother Maketo Gilgwri

2. A manda Ghosh 2. So Hina Pal Ghosk vintpo. Roundanger Dent Darjusting. The contents of this document have been gone through and understood personally by the Purchaser & Vendors.

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Drafted by me and printed at My office.

Rajesh Kumar Agarwal Advocate / Siliguri Reg. No.WH/73 /97

MEMO OF RECEIPT

Rs. 8,50,000/-

RECEIVED of and from the within named PURCHASER Rs. 8,50,000/- (Eight Lakh fifty thousand) only by within named VENDORS the within sum of Rs. 8,50,000/- (Eight Lakh fifty thousand) only paid by the PURCHASER to the VENDORS cash in respect of the property conveyed herein.

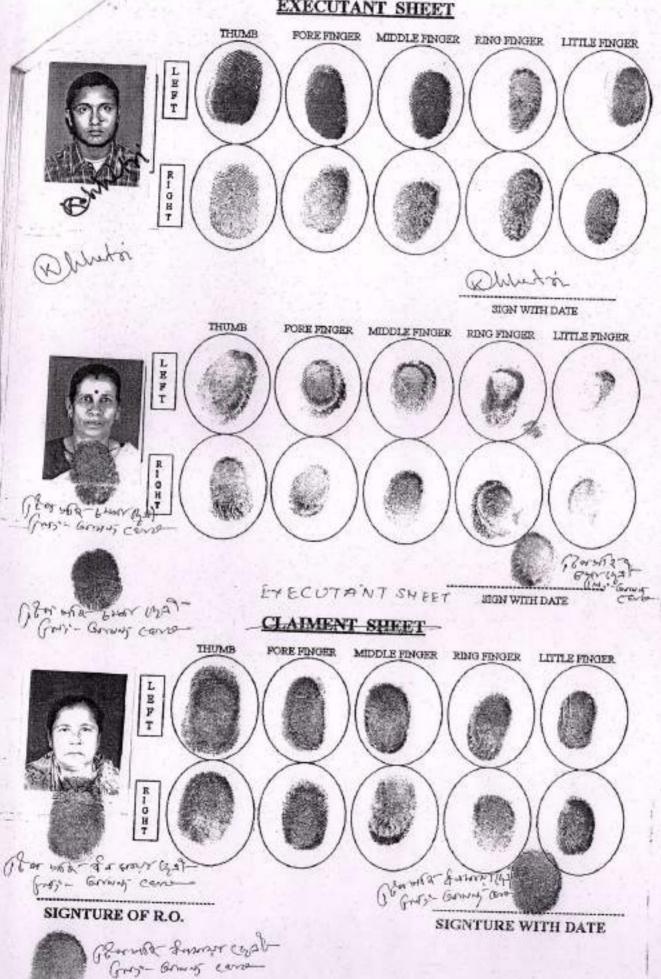
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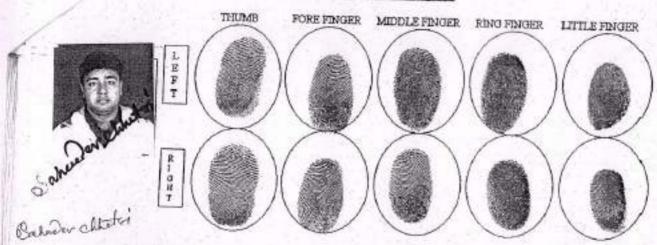
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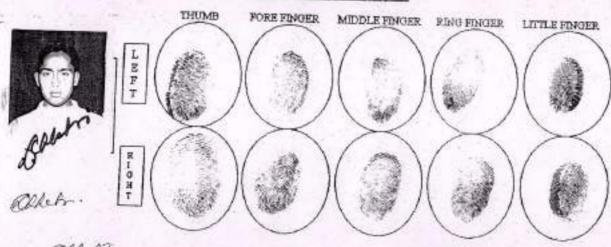
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Gousiamon (chhetri)

EXECUTANT SHEET, SIGNWITHDATE

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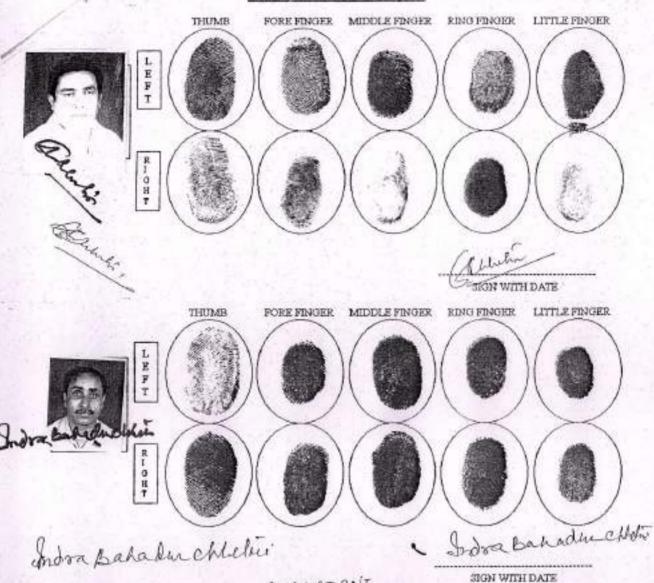


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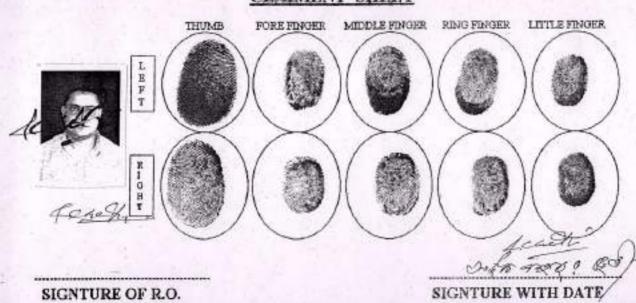
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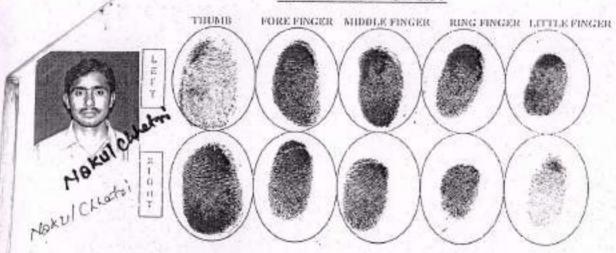
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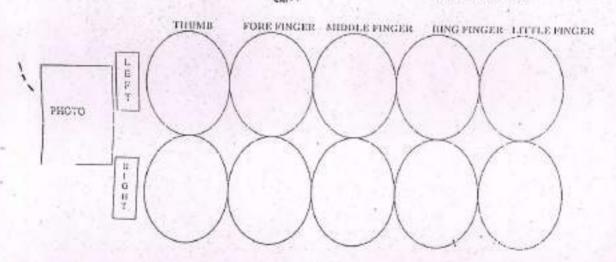
EXECUTANT

CLAIMENT SHEET





Makul Chiedal SIGN WITH DATE



SIGN WITH DATE

