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A 139 - 50

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P. No 4.50 in chs.

22.6.84

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6709/3/84
20/8/84
2000
350

No. 2289 Date 20/8/84
Sold to Sujit Sinha
of Siliguri
Value Rs. 5/- (Rupees) five only

Stamp Vendor
Siliguri Court

Presented for Registration at 10-30 AM
22nd June 1984
Sub-Registry Siliguri
Sumitra Devi Plaintiff/Executant/Attorney

Sumitra Devi

sd. D. J. J. no.

22.6.84

4912

Sumitra Devi



Executed and witnessed by
Sumitra Devi
S/O. W/O. Mahant Chand
Of Mahatma Gandhi Nagar, Agartala.
Thana. Siliguri, Idewa,
K. Jalbar
District. DARJEELING
By Case H/dn
By Profession Housewife.

Identified by
Shyama Charan Sinha
S/O. W/O. Shri Charan Sinha
Of Siliguri
Thana. Siliguri, Idewa,
K. Jalbar
District. DARJEELING
By Case H/dn
By Profession Business

Shyama Charan

Sinha, Siliguri

sd. D. J. J. no.

22.6.84

Rama Sengupta - Swapna Devi
21.8.84

transcribed in the Register Book
21.8.84

9

Sd. Sumitra Devi

C O N V E Y A N C E

This Indenture is made this day this the 22nd th.

J U N E 1984.

One thousand nine hundred and
sixty four.

B E T W E E N

Agricultural Land :
Area : 1.60 decimals :
Price : Rs. 15,000/- :
P.S. : Siliguri.

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Sumitran D emy

Page No. 2.

Mariegold Biscuites & Industries (P) Ltd. - having its registered Office at Sukhiapokhri, P.O. & P.S. Sukhiapokhri, District Darjeeling - represented by & through its DIRECTORS - hereinafter called the PURCHASER (which expression shall mean and include unless excluded by or repugnant to the context its successors, executors, administrators, representatives and assigns) in - office) of the One Part.

Contd. P/3.

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Sumitra Devi

Page No. 3.

A N D

Srimati Sumitra Devi, wife of Sri Manoj Chand Agarwala, Hindu by faith, House wife by occupation, resident of Mahatma Gandhi Road Siliguri, Police Station, Subdivision & S.R. Office Siliguri, District Darjeeling & hereinafter called the OTHER PART (Which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, successors, administrators, representatives and assigns) of the Other Part.

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Page No. 4

WHEREAS the Vendor has acquired ownership by purchase to the extent of sixteen annas share of all that piece or parcel of raiyati land measuring 1.60 one acre sixty decimals fully described in the schedule below from Sri Haripada Nandi and Sri Dinesh Chandra Nandi of New Milonpalli Siliguri by virtue of a Deed of Sale, executed and registered on 25.4.1982 at the S.R. Office, Siliguri in Book No. I, Being No. 3144 for the year 1982 and as such from the date of such purchase the Vendor become absolute owner is in actual khas and physical possession in and over the said land having permanent heritable and transferrable right, title and interests therein free from all encumbrances whatsoever.

A N D

WHEREAS the Vendor being in need of money for the purpose of development of her other properties elsewhere has offered for sale her aforesaid land fully described in the schedule below, free from all encumbrances whatsoever.

Contd..P/5



Sumitra Devi

Page No. 5

A N D

WHEREAS the Purchaser being in need of a plot of land for business purposes has agreed to purchase the said land described in the schedule below and has offered a price of the sum of Rs. 15,000/- (Rupees fifteen thousand) only, free from all encumbrances whatsoever,

A N D

WHEREAS the Vendor considering the said price as offered by the Purchaser as fair, reasonable and highest in view of prevailing market rate of land and has agreed to sell the said land described in the schedule below unto and in favour of the Purchaser at or for the said price of the sum of Rs. 15,000/- (Rupees fifteen thousand) only, free from all encumbrances whatsoever and the said land is hereby transferred in the manner as hereinafter appearing :-

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Sumitra Devi

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid offer, acceptance and also in consideration of the said price of the sum of Rs. 15,000/- (Rupees fifteen thousand) only, paid in cash by the Purchaser to-day to the Vendor (the receipt whereof the Vendor does hereby acknowledge and grant full discharge to the Purchaser from the payment thereof), the Vendor does hereby grant, convey, sell, convey, transfer unto and in favour of the Purchaser the said land described in the schedule below and make possession thereof together with all rights, title, interests, liberties, easements, privileges, appendices, appurtenances whichever is belonging to or with the said land TO HAVE AND TO HOLD the same absolutely by the Purchaser for ever peaceably and quietly without any interference or interruption from the Vendor or any person or persons claiming under her, subject to the payment of rent etc. payable to the State of West Bengal.

The Vendor does hereby declares that the Vendor has not previously sold, mortgaged, transferred or contracted for sale or otherwise the said land described in the schedule below or any part thereof and the land hereby demised suffers from no defect of title and in the event of discovery of any contrary is proved, the Vendor shall be liable to be dealt with according to law both in Civil and Criminal as the case may be and shall also be liable to pay adequate compensation to the Purchaser.

The Vendor does hereby covenant with the Purchaser that if for

any defect of title of the land hereby demised or any part thereof or for any act done or suffered to be done by the Vendor, the -

Sumitra Devi

Purchaser is deprived of ownership or of possession of the land hereby demised or any part thereof in future, the Vendor shall be liable to return to the Purchaser the full or proportionate part of the said price money as the case may be together with interest from the date of such deprivation of ownership or of possession and the Vendor shall also be liable to pay adequate compensation to the Purchaser for any other loss or injury which the Purchaser may suffer or sustain resulting therefrom.

The Vendor does hereby further declares that the Vendor at the request and cost of the Purchaser do execute all such act, deed or things whatsoever if the Purchaser so require in future for peaceful enjoyment and possession of the land hereby sold by the Vendor by these presents.

SCHEDULE

All that piece or parcel of land measuring 1.60 one acre sixty decimals at an annual rental of Rs. 15-70 paise (Rupees fifteen and paise seventy) only appertaining to and forming part of 10.29 ten acres twenty nine decimals of land at an annual rental of Rs. 103-40 paise (Rupees one hundred & three and paise forty) only, the proportionate rent for the said demised land is

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Sumitran

payable to the State of West Bengal, recorded in Khatian No. 9/4 nine by four corresponding to new Khatian No. 51 & 127, included in G.S. Plot No. 89 eighty nine corresponding to new plot No. 147), area measuring 5.69 acre out of that 1.60 one acre sixty decimals of land is hereby sold by the Vendor by these presents which was purchased by the Vendor by virtue of aforesaid Deed of sale, situated within Pargana Pathargata, mouza GOURCHARAN, J.L.No. 105, Talai No. 91, Police Station, Subdivision and S.R. Office Siliguri, District Darjeeling. The aforesaid devised plot of land is bounded by :-

- North : Land of Hari Nandi,
- South : Land of Ram Bahadur,
- East : Land of the Purchaser.
- West : Land of Ramavtar Agarwala.

within the aforesaid boundary 1.60 one acre sixty decimals of land is hereby sold by the Vendor by these presents and the said land is shown by marked as plot No. (A) delineated in the plan annexed herewith forming part of these presents.

IN WITNESS WHEREOF the Vendor does hereunto set and subscribe her hand on this deed on the day, month and year first above written.

WITNESSES:

1. Shyama Charan
2. Sinha Siniguli
3. Rajit Pohan .
of Siniguli

Typed by, read over and explained the contents of this deed by me to the Vendor

Shyama Charan Sinha.
(Shyama Charan Sinha) 22.6.84.

Siliguri.

✓

No - 2742 date 15.6.84. word 10

M/s Merigord Biscuits Industries (P) Ltd. Sukhia pukhari N.S. Stamps were Rs 750/- issued to him. sign in illegible. 15.6.84. Stamp Asstt. Siliguri.

Treasury. NO - 2743 date 15.6.84. word

to M/s Merigord Biscuits Industries (P) Ltd. Sukhia pukhari N.S. Stamps were Rs 100/- issued to him. sign in illegible. 15.6.84. Stamp Asstt. Siliguri

Treasury. NO - 2744 date 15.6.84. word 10

M/s Merigord Biscuits Industries (P) Ltd. Sukhia pukhari N.S. Stamps were Rs 100/- issued to him. sign in illegible 15.6.84. Stamp Asstt. Siliguri.

Treasury. NO - 2745 date 15.6.84. word 10

M Merigord Biscuits Industries (P) Ltd. Sukhia pukhari N.S. Stamps were Rs 45/- issued to him. sign in illegible.



Stamp Asstt. Siliguri Treasury.

NO - 2746 date 15.6.84. word 10 M/s Merigord Biscuits Industries (P) Ltd. Sukhia pukhari N.S. Stamps were Rs 11/- issued to

him. $750/- \times 1 = 750 = 00 + 100/- \times 2 = 200.00 + 45/- \times 1 = 45 = 00$

+ $1 \times 1 = 1 = 00$ - Rs 996 = 00 sign in illegible. 15.6.84.

Stamp Asstt. Siliguri Treasury.

Copy by

Realy

Rama Sengupta - Swapna Oms was
21.8.84. 21.8.84.

Separately
Certified to be true. Copy of a document which has not yet been transcribed in the Register Book.
21.8.84

Sub-Registrar,
Siliguri