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VEYANGE

This Indenture is made this day the lindth.

JUNE, 1984.

One thousand nine hundre & eighty four.

<u> gricultural Land:</u>

Area: 1.61 deccimel.

Price: Rt. 15,000=00

· P.S.:Siliguri.

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Page No. 2.



Mariegold Buiscuit & Industries (P) Ltd. having its registered Office at Sukhiapokhri, P.O. & P.S. Sukhiapokhri, District Darjeeling - represented by & through its <u>DITTCTORS</u>-hereinafter called the <u>PURCHASER</u> (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 CNE PART.

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Page No. 3.

Rispa Devi

A N D

Srimati Pushpa Devi, wife of Sri Dhanraj Garg, Hindu by faith, House wife by occupation, resident of Mahatma - Gandhi Road Sillguri, Police Station, Subdivision & S.R. Office Siliguri, District Darjeeling - hereinafter called the <u>VENDOR</u> (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.

Contd. P/4



Page No. 4

Puspa Devi

WHEREAS the Vendor has acquired ownership by purchase to the extent of sixteen amas share of all that piece or parcel of Raiyati land measuring 1.61 acre fully described in the achedule below from Sri Haripada Mandi and Sri Dinesh Chandra Mandi both sons of Late Jogesh Chandra Mandi of New - Milanpalli 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.3146 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

WHITEAS 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.



Page No.5

Risba Devi

A N D

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

A N D

WHEREAS the Vendor considering the said price so 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 %.15,000/- (Rupees fifteen thousand)only, free from all encumbrances whatsoever and the said landed property is hereby transferred in the manner as hereinafter appearing:-

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Rispa 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 %. 15,000/- (Rupees fifteen thousand) only paid in cash to day by the Purchaser to the Vendor (the receipt whereof the Vendor does hereby acknowledge and grant full discharge to the Purchaser from the entire payment thereof), the Vendor does hereby grant, convey, sell, assign and transfer the said land described in the schedule below unto and in favour of the Furchaser and make over possession thereof together with all rights, title, interests, liberties, easements, privileges, appendices, appurtenances whichever is belonging to or in any way appertaining to the said land land TO HAVE AND TO HOLD the same absolutely by the Furchaser for ever peaceably and quietly without any interference or interruption from the Vendor or any person or persons claiming under him, 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.

Risha Devi

The Vendor does hereby covenant with the Purchaser that if for any defect of title of the land hereby demised or any part thereof and for any act done or suffered to be done, the 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 consideration 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 compansation to the Purchaser for any other loss or injury which the Purchaser may suffer or sustain resulting therefrom.

The Vendor further does hereby declares that the Vendor at the request and cost of the Furchaser 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.

The Vendor does hereby declares that the recitals made herein are proved to be false, the Vendor shall be liable for false recitals made herein and shall also be liable to pay adequate compensation to the Purchaser for any other loss or injury which the Purchaser may suffer or sustain in consequence thereof.

Ryspa Devi

SCHEDULE

All that piece or parcel of Raiyati land measuring 1.61 one acre sixty one decimals at an annual rental of 45.16.25 paise (Rupees sixteen and paise twenty five)only, appertaining to and forming part of 10.29 ten acre 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 plot of land is payable to the present superior Land Lord- the Govt. of the State of West-Bengal represented by the J.L.R.O., Siliguri, recorded in Khatian No.9/4 nine by four corresponding to New Khatien No.51 & 127 included in C.S.Plot No. 101 one hundred & one, 89 eighty nine, 88 eighty eight and 94/150 minety four by one hundred fifty new plot No. 160, 144, 147, 155, 164, 156 and 565, 157), area measuring 1.61 one acre sixty one decimals of land is hereby sold by the Vendor by these presents, situates within Pargena Patharghata, mouza GOURCHARAN, J.L.No. 193, Touzi No. 91, Police Station, Subdivision & S.R.Office Siliguri, District Darjeeling.

The aforesaid demised plot of land is bounded by :-

North : Land of Hari Nandi,

South : Land of Ram Bahadur,

East : Land of Ganga Devi,

West: Land of Plot No. (A) shown by marked in the delineated plan annexed herewith.

within the aforesaid boundary 1.61 decimals of land is hereby sold by the Vendor by these presents and the said demised land shown by marked as plot No.(B) delineated in the plan annexed herewith forming part of these presents.

Contd...P/9

Puspa Devi

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:

Typed by, read over and

deed by me:-

2 Rought saha

Sinke

(Shyama Charan Sinha),

3.

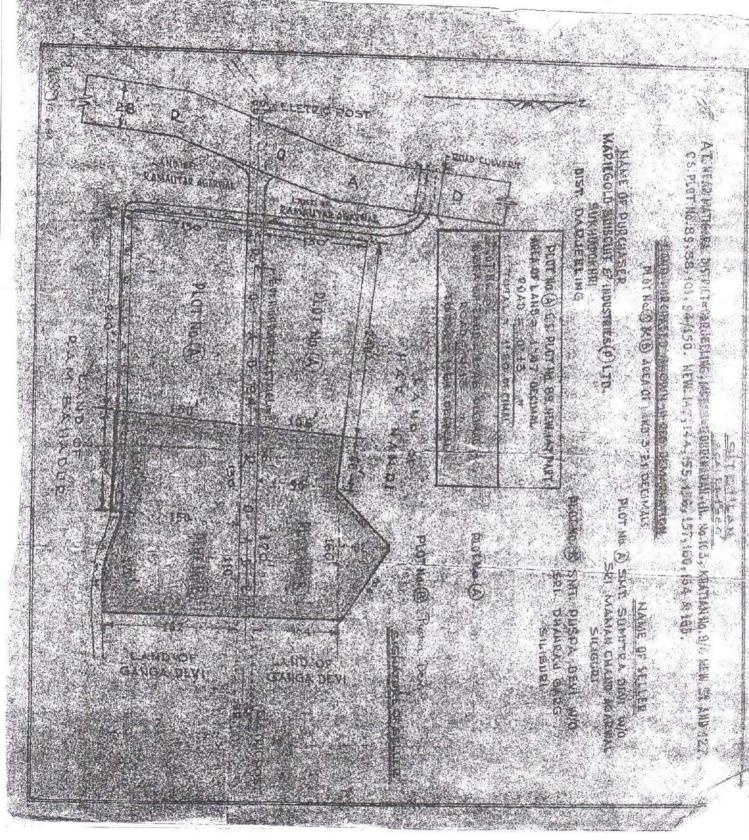
Siliguri.

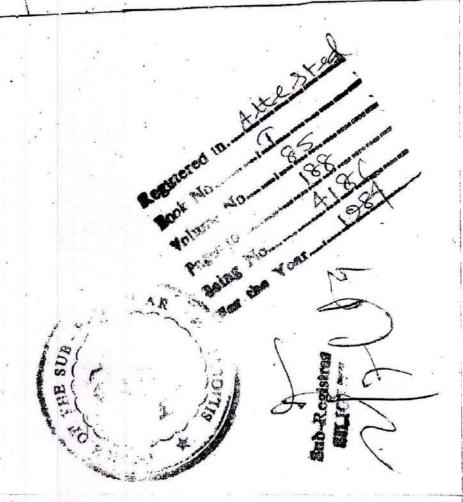
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FORM - B A

CERTIFICATE OF MUTATION

To		
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	IM/S marie Gold Bisenit and	
	Inclustries (P) LTd.	•
•	(Name and addition 1)	-
- 10	(Name and xddxx address of the applicant)	
Ref:	His/Her prayer dated M/e 20 43/95	2-07
	for mutation	
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haan	He/She is informed that his/her name has	01 69
been	mutated in xxxxxxx respect of the land described	
in th	e schedule below ;-	
	9 *** *** ***	
	THE SCHEDULE	
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	~ ^ ^	© 8 .* 3
	1. District Darjeeling.	
	2. Police Station Managara	
	3. Mouza Grown Edward	
	4. J.L. No	fa E
	5. Khatian No B5 and 170	
	6. Plot No. 144, 147, 155, 160 , 194,	1000
	1962 +64 +00	156, 157
	7. Arm Area 196, 564, 563.	15.
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72	\mathcal{A}	
12	4.5.91	3%
	Prescribed Authority L'S 50	
127	of the West Berief Land	
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MRecipies 12-9-88