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condition that the document is ad-inted to Registration and the signature share & the endorsement sheets attached to unis document are part of this document.

Additional Dist. Sub-Registrar

Contd...P|2



Page -2THIS INDENTURE IS MADE ON THIS THE 3-1 DAY OF
_OCTO BER TWO THOUSAND EIGHT.

AREA	:	3 (three) Katha.
PRICE	:	Rs. 1,20,000/-
R.S. PLOT NOS.	:	355.
L. R. KHATIAN NO.	:	459/2.
SHEET NO.	:	9.24 1166
MOUZA	: .	Dabgram.
J. L. NO.	:	2.
PARGANA	: 0	Baikunthapur.
POLICE STATION	: 3	Bhaktinagar, /
DISTRICT		Jalpaiguri.
STATE	: "	West Bengal
AREA LOCATED	3	Under Gram Panchayet.

<u>BETWEEN</u>

1. SRI. BIBHUTI PRASAD AGARWAL, son of Late Siwkaran Das Agarwal, an Indian Citizen, Hindu by religion, Business by occupation 2. MRS. MEENA DEVI AGARWAL, wife of Sri. Bibhuti Prasad Agarwal, an Indian Citizen, Hindu by religion, Housewife by occupation, both are resident of Khalpara, Siliguri Town, Post office & Police station – Siliguri, District- Darjeeling, 3. SRI. SAJJAN KUMAR GOYAL, son of late Chunilal Goyal, an Indian Citizen, Hindu by religion, Business by occupation 4. MRS. SARALA DEVI GOYAL, wife of Sri. Sajjan Kumar Goyal, an Indian Citizen, Hindu by religion, Housewife by occupation, both are resident of Sevoke Road, Siliguri Town, Post office & Police station – Siliguri, District – Darjeeling here-in-after collectively called the "PURCHASER" (which expression shall mean and include unless excluded by or repugnant to the context their heirs, successors, administrator, arbitrators, legal representatives, executors, and assigns) of the ONE PART.

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1. SRI. RATISCHANDRA PAUL, 2. SRI. RAGHUNATH PAUL, both are sons of late Ram Gobindo Paul, both are Indian citizen, Hindu by religion, Business by occupation, resident of Village – Chayanpara, Paul Para, Ward no. 37 of Siliguri Municipal Corporation, Post Office – Ghugomali, Police Station – Bhaktinagar, District – Jalpaiguri 3. SMT. SABITRI PAUL, wife of Sri. Satya Paul, an Indian citizen, Hindu by religion, Housewife by occupation, resident of Village – New Paul Para, Ward no. 37 of Siliguri Municipal Corporation, Post Office – Ghugomali, Police Station – Bhaktinagar, District – Jalpaiguri, 4. SMT. KANAN BALA PAUL, wife of Sri. Bhasha Ram Paul, an Indian citizen, Hindu by religion, Housewife by occupation, resident of Village – Chayanpara, Dabgram, Post Office – Ghugomali, Police Station – Bhaktinagar, District – Jalpaiguri, – hereinafter collectively called the "VENDOR". (which expression shall mean and include unless excluded by or repugnant to the context their successors, heirs, administrators, arbitrators, legal representative, executors and assigns) of the OTHER PART.

WHEREAS one Prafulla Kumar Singh and Amulya Kumar Singh, both are sons of Tikendra Nath Singh were the recorded owner in equal share of an area 0.79 acre in six plots including R. S. plot no. 355 area measuring 0.19 acre of mouza—Dabgram, Sheet no. 9, J. L. no. 2, Touji no. 3, police station previously Rajganj at present Bhaktinagar, District—Jalpaiguri as recorded in their name in R. S. Khatian being no. 459/2. Said Amulya Kumar Singh had acquired 2.27 1/8 acre of land in different plots under different khatian including plot no. 355 of mouza—Dabgram, under sheet no. 9 by virtue of a registered sale deed being no. I-4620 dated 31/12/1985 from said Prafulla Kumar Singh and said sons of Tikendra Nath Singh were partitioned their recorded area of plots in between them by virtue of a registered deed of partition being no. I-149 dated 10/01/1986 registered before the office of the Sadar Additional Sub Registrar at Jalpaiguri but the plot number, khatian number and land area not properly mentioned in the said deeds and such Contd....P/4



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mistake has been rectified by a registered deed being no. I-3334 dated 29/05/1989 which executed by and between said Prafulla Kumar Singh and Amulya Kumar Singh. Said Amulya Kumar Singh had acquired absolute ownership of an area 0.19 acre in R. S. plot no. 355 of mouza – Dabgram, under sheet no. 9, recorded in khatian no. 459/2 by virtue of said fresh registered deed being no. I-3334 dated 29/05/1989 as mentioned in the schedule "Kha" under sub schedule – 4 of the said deed.

WHEREAS said Amulya Kuriar Singh already sold 0.825 acre of land in different plots including plot no. 353 of mouza. – Dabgram, under sheet no. 9, recorded in khatian no. 459/1 situated within police station previously Rajganj at present Bhaktinagar, District – Jalpaiguri to Sri. Saiya Kumar Paul son of late Jagabandhu Paul and Smt. Minati Paul wife of Sri. Parimal Paul by virtue of a registered sale deed being no. I-4760 dated 06/11/1987 registered before the office of the Additional District Sub Registrar at Jalpaiguri but the khatian number and specific boundary was not properly mentioned in the said deed and such mistake has been rectified by the seller of the said deed being no. I-4760 of 1987 by a fresh registered sale deed being no. I-2642 dated 12/07/1989 registered before the office of the 2nd Sadar Joint Sub Registrar of Jalpaiguri at Rajganj to and in favour of the said Satya Kumar Paul and Smt. Minati Paul.

AND

WHEREAS said Satya Kumar Paul and Smt. Minati Paul were the absolute and exclusive owner in possession in equal share in said R. S. plot being no. 355, area measuring 0.19 acre, recorded in khatian no. 459/2, sheet no. 9 of mouza – Dabgram, J. L. no. 2, Touji no. 3, situated within police station previously Rajganj at present Bhaktinagar, District – Jalpaiguri by virtue of said deed no. I-2642 of 1989 and said area of land has been partitioned amicably by and between said Satya Kumar Paul and Smt. Minati Paul and they have also sold their respective portion of land in said plot to the different persons.

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WHEREAS by a "Deed of Conveyance" dated 15/07/1989 being No. 1-4248, registered before the office of the District Sub-Registrar at Jalpaiguri, said Smt. Minati Paul had sold 3 kathas or equal to 0.05 acre of land to SMT. RANJITA PAUL wife of Late Ram Gobindo Paul and SMT. KANAN BALA PAUL, wife of Sri. Bhasa Ram Paul, both are resident of Dabgram, Chayanpara, Police station- Previously Rajganj at present Bhaktinagar, District- Jalpaiguri. Said sold land of Smt. Minati Paul is situated within Pargana - Baikunthapur, Mouza -Dabgram, J.L. No.- 2, Khatian No. 459/1, Plot No. 348, area measuring 0.05 acre or equal to 3 kathas, Police Station-Raiganj at present Bhaktinagar, District-Jalpaiguri and the said deed was registered before the office of the District Sub-Registrar at Jalpaiguri and same has been recorded in Book No. 1, Volume No. 42, Pages 1 to 4 being Document No.-. 4248 for the year of 1989. The plot no. 348 was written in the schedule of the said deed being no. I-4248 of 1989 in place of actual plot no. 355 but such mistake has already been rectified by said Minati Paul i.e. the seller of deed no. I-4248 of 1989 by virtue of a registered deed of declaration being no. I-1804 dated 17/06/2008 registered before the office of the District Sub Registrar at Jalpaiguri and same has been recorded in Book No. 1, CD Volume No. 4, Pages 835 to 840 being Document No. - 01804 for the year of 2008. The khatian no. 459/1 was written in the schedule of the said deed being no. I-4248 of 1989 in place of actual khatian no. 459/2 but such mistake has already been rectified by said Minati Paul i.e. the seller of deed no. I-4248 of 1989 by virtue of a registered deed of declaration being no. I-2525 dated 24/07/2008 registered before the office of the District Sub Registrar at Jalpaiguri and same has been recorded in Book No. 1, CD Volume No. 5, Pages 5165 to 5172 being Document No. - 02525 for the year of 2008.

AND



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WHEREAS said Smt. Ranjita Paul and Smt. Kanan Bala Paul had jointly acquired absolute ownership in and over the said area of land measuring 3 katha in R. S. plot no. 355 recorded in R. S. khatian no. 459/2, J. L. no. 2, situated in sheet no. 9 of mouza — Dabgram, Police station previously Rajganj at present Bhaktinagar, District — Jalpaiguri by virtue of said registered deed of sale being no. I-4248 dated 15/07/1989 and its subsequent registered deed of declaration being no. I-1804 dated 17/06/2008 and I-2525 dated 24/07/2008 and from the date of such purchase the above named purchasers of said title deed being no. I-4248 of 1989 had acquired said quantum of land in their khas, actual and physical possession having permanent, heritable and transferable right, title and interest therein and after the death of Smt. Ranfita Paul, her only legal heirs i. e. the vendor no. 1 to 3 of this indenture and said Kanan Bala Paul have acquired at present said quantum of land in their khas, actual and physical possession having permanent, heritable and transferable right, title and interest therein and same is free from all encumbrances and charges whatsoever.

AND

WHEREAS the vendors being in need of money for their future plan have firmly and finally decided to sell their said 3 kathas of land which is in part of R. S. plot no. 355 recorded in R. S. khatian no. 459/2, J. L. no. 2, situated in sheet no. 9 of mouza — Dabgram, Police station previously Rajganj at present Bhaktinagar, District — Jalpaiguri and have offered for absolute sale of their aforesaid 3 (three) kathas of land as fully described in the Schedule herein below and declaring the same is free from all encumbrances and charges whatsoever.

AND

WHERAS the purchaser being in need of a suitable plot of land in that area for their future plan have agreed to purchase the said area of land measuring 3(three) kathas which is in part of R. S. plot no. 355 recorded in R. S. khatian no. 459/2, J. L. no. 2, situated in sheet no. 9 of mouza — Dabgram, Police station previously Rajganj at present Bhaktinagar, District — Jalpaiguri as fully mentioned in the Contd...P|7



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Schedule herein below and offered a sum of Rs. 1,20,000/- (Rupees one lac twenty thousand only) to the vendors as the total price of the said area of land on the basis of the aforesaid declaration of the vendors that their said area of land is totally free form all encumbrances and charges whatsoever.

AND

WHEREAS the vendors considering the price so offered by the purchaser as fair, reasonable and highest in view of the prevailing market rate and have firmly and finally agreed to sell their said area of land measuring 3 (three) kathas which is in part of R. S. plot no. 355 recorded in R. S. khatian no. 459/2, J. L. no. 2, situated in sheet no. 9 of mouza – Dabgram, Police station previously Rajganj at present Bhaktinagar, District – Jalpaiguri as fully described in the Schedule here in below and clearly shown in an annexed sketch map delineated by red border line to the PURCHASER at or for the total price of Rs. 1,20,000/- (Rupees one lac twenty thousand only) which is free from all encumbrances and charges whatsoever.

NOW THIS INDENTURE OF SALE WITNESSETH that in pursuance of the said offer and acceptance and also in consideration of Rs. 1,20,000/- (Rupees one lac twenty thousand only) only paid by the purchaser to the Vendors in equal share (the receipt whereof the vendors do hereby acknowledge jointly as having received and the vendors also grants full discharge to the purchaser from the payment thereof) the Vendor do hereby grant, convey, assign and transfer unto the purchaser the aforesaid land measuring 3(three) kathas which is under part of R. S. plot no. 355 recorded in R. S. khatian no. 459/2, J. L. no. 2, situated in sheet no. 9 of mouza - Dabgram, Police station previously Rajganj at present Bhaktinagar, District - Jalpaiguri as fully described in the Schedule herein below and clearly shown in an annexed sketch map delineated by red border line and make over possession thereof unto and in favour of the purchaser absolutely and forever TO HAVE AND TO HOLD the same as an absolute estate of the purchaser with permanent, heritable and transferable right and without any claim objection, interference or interruption from the vendors or any person or persons claiming under them subject to the payment of the land Revenue and other taxes to the Superior landlord now the Govt. of West Bengal.

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AND

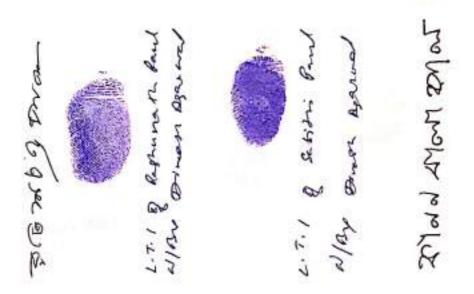
The vendors declares that the interest which they professes to transfer hereby subsists as on the date of these presents and that there exists no previous transfer, mortgage, lease, contract for sale or otherwise by the vendors in favour of any other person or party respecting the said below scheduled land and that the recitals made herein above are all true in the event of any contrary is proved the vendors shall be liable for false recital and shall also be liable to make good the losses which the purchaser may suffer or sustain in consequence thereof.

AND

The vendors further covenant with Purchaser that if for any defect of title the said below scheduled land or for any act done or suffered to be done by the vendors, the purchaser be deprived of ownership or of possession of the said below scheduled land or any part thereof in future, then the vendors shall 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 18 % per annum from the date of such deprivation or ownership or of possession and the vendors shall also pay adequate compensation to the purchaser for any other loss or injury which the purchaser may suffer or sustain resulting there from.

AND

THE Vendors further declare that the schedule plot of land is not affected by any attachment including the attachment under any certificate case or any proceedings started at the instance of the Income-Tax Authorities or other Government Authorities under the Public Demand Recovery Act or any other acts or otherwise whatsoever and that there is no certificate case or proceedings against the vendors for Realization of the arrears of income-tax or other taxes or dues or otherwise under the public demands Recovery Act and/or any other Acts for the time being in force AND the schedule plot of land is not affected by any notice or scheme of the Siliguri Jalpaiguri Development Authority or the Municipal Authorities or the Government or any other Public Body or authority and that no declaration has been made or published for acquisition of the said plot of land or any part thereof Contd...Pl9



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under the Land Acquisition Act or any other Acts for the time being in force and that the said plot of land or any part thereof is not affected by any notice of acquisition or requisition under the Defense of India Act or Rules framed there under or any other acts or enactments. And the vendors shall and will from time to time and at all times hereafter upon every reasonable request and at the costs and expenses of the purchaser make do execute and perfect or cause to be made done executed and perfected all such further and other assurances acts, deeds, matters, conveyance and things for further better and more perfectly assuring conveying and confirming the said plot of land and every part thereof unto and to the use and benefit of the purchaser for ever in the manner aforesaid, as by the purchaser shall or may be reasonably required. The vendors further declare that schedule plot area's title and its possessions fully clear which they have sold to the purchaser of this deed and if any defect of title will be found in future then vendor shall be liable to return full consideration money along with interest @ 18% per annum and proper compensation to the purchaser hereof.

SCHEDULE OF LAND

ALL THAT piece or parcel of Vacant homestead land measuring 3(three) kathas or equal to 0.05 (zero point zero five) acre which is under part of R. S. plot no. 355 recorded in R. S. khatian no. 459/2, J. L. no. 2, situated in sheet no. 9 of mouza – Dabgram, Pargana – Baikunthapur, Police station previously Rajganj at present Bhaktinagar, District – Jalpaiguri. Aforesaid area of land in said plot hereby sold by the vendors to and in favour of the purchasers of this deed and sold area of land is clearly shown in an annexed sketch map delineated by red border line which is part and parcel of this indenture. Sold land area is butted and bounded by as follows:-

BY THE NORTH :- 18 feet wide kuchha road.

BY THE SOUTH :- Land of Purchasers.

BY THE EAST :- Land of Jitendra Nath Paul.

BY THE WEST :- Land of Haran Paul.

Contd...P[10

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IN WITNESS WHEREOF the Vendors set and subscribe their respective hands on this document after understood the contents of this indenture in their mother language on the day, month and year first above written.

WITNESSES:-

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Wehru Road whalpara, Siligani P.O L.P.S. S. Lighri Dr. Darjeeling BM: 734001

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Sevone Road Siligeri'

1.

2. L.T. I & Raghunate Paul

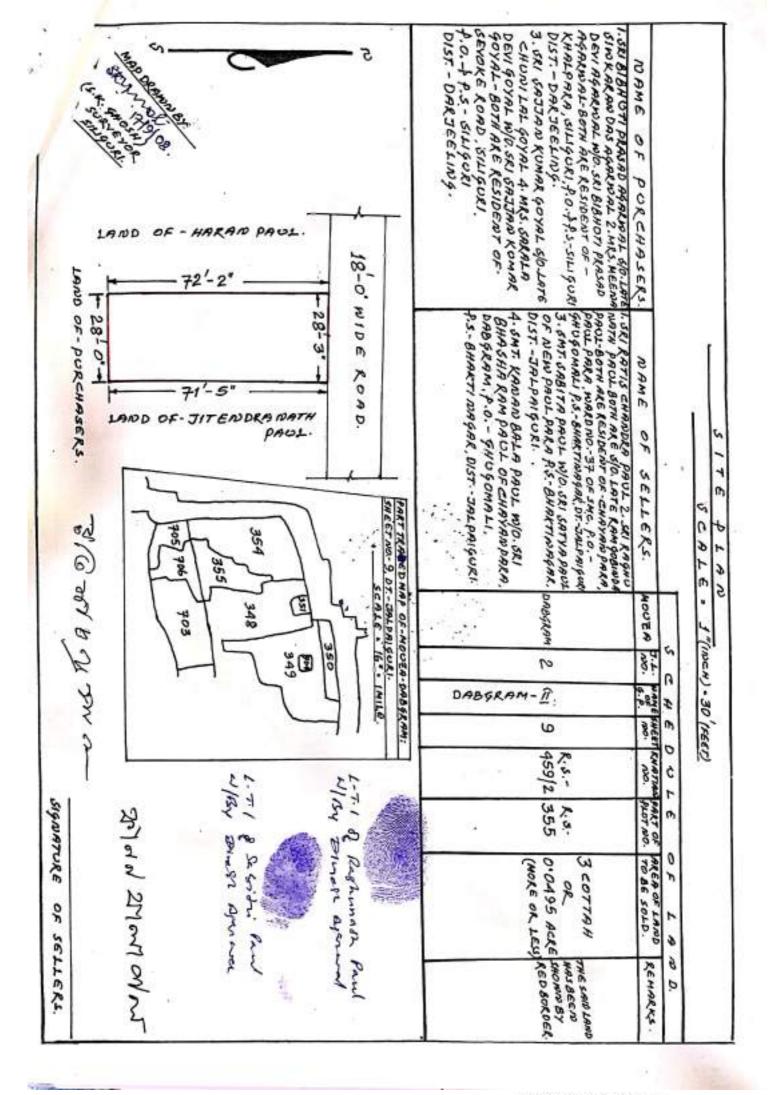
20 You Many Mout as SIGNATURE OF THE VENDORS.

Drafted by me as per the instructions and information of the purchasers hereof and printed in my office.

> SAMAR RAKSHIT ADVOCATE

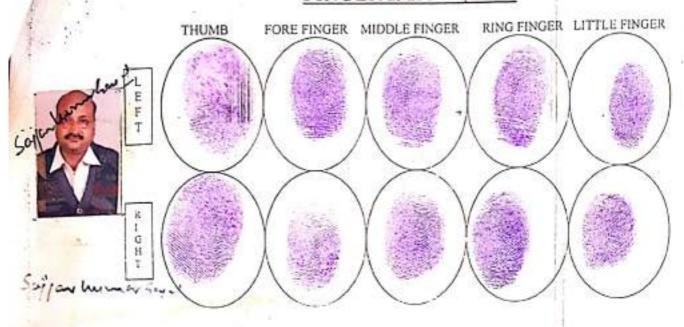
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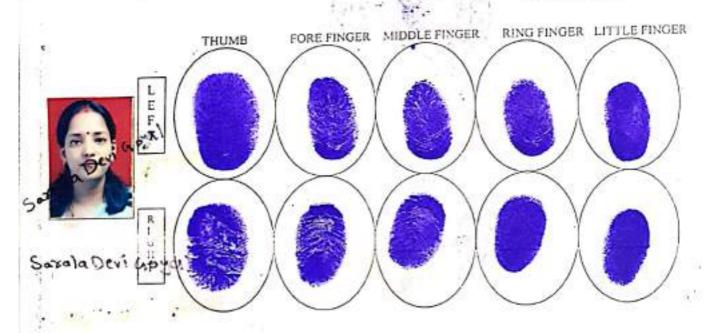
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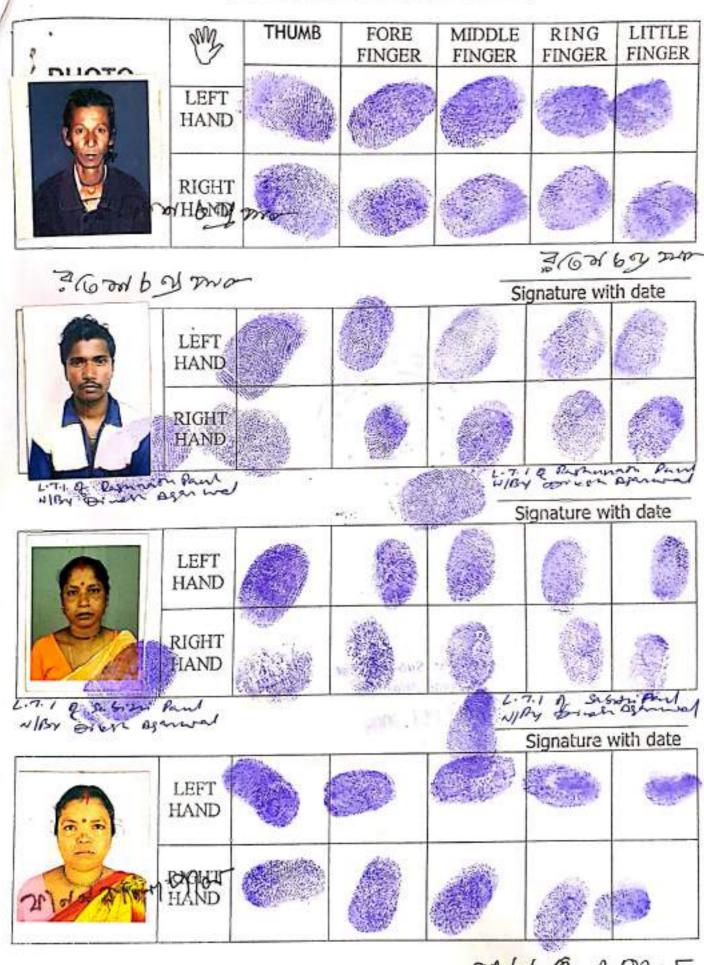
SIGN WITH DATE



SIGNTURE OF R.O.

Sarala Deri Goyal SIGNTURE WITH DATE

"EXECUTANT SHEET"



2014 of Identifier

Government of West Bengal Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the A. D. S. R. RAJGANJ, District-Jalpaiguri

Signature / LTI Sheet of Serial No. 03263 / 2008, Deed No. (Book - I , 03647/2008)

nature of the Presentant

ne of the Presentant	Photo	Finger Print	Signature with date
Chandra Paul			
		5.0	इ ि अ ६ गुम
			0 3 OCT 2008
			'n 2 nr (1909

Admission of Execution By	Status	Photo	Finger Print	Signature
Ratis Chandra Paul Address -Chayanpara, Paul Para Ghugomali Jalpaiguri	Self			7163ml6017
		03/10/2008	LTI 03/10/2008	
Raghunath Paul Address -Chayanpara, Paul Para Ghugomali Jalpaiguri	Self			L.7.1 & Rayhunds
		03/10/2008	LTI 03/10/2008	4586
Sabitri Paul Address -New Paul Para Ghugomali Jalpaiguri	Self	0		1.7.1 & Sabidai NIPOYEN MERL AFR
		03/10/2008	LTI 03/10/2008	4587
Kanan Bala Paul Address -Chayanpara, Debgram Ghugomali Jalpaiguri	Self	2		35/24 37/w
		03/10/2008	LTI 03/10/2008	4588

f Identifier of a garwal ıri,Nehru Road

Signature of Identifier with Date

Addl. Dist Sub-Registre 2/10/08

(Dhruba Dasgupta)

Scanned with CamScanner

Government Of West Bengal Office of the A. D. S. R. RAJGANJ RAJGANJ

Endorsement For deed Number :1-03647 of :2008 (Serial No. 03263, 2008)

00 03/10/2008

conficate of Admissibility(Rule 43)

admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number :23 of Indian Samp Act 1899, also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs. 10.00/-

Payment of Fees:

Fee Paid in rupees under article : A(1) = 4499/on:03/10/2008

Certificate of Market Value(WB PUVI rules 1999)

Comfied that the market value of this property which is the subject matter of the deed has been assessed at Rs- 409500/-

Certified that the required stamp duty of this document is Rs 20475 I- and the Stamp duty paid as: Impresive Rs-5000

Deticit stamp duty

Deflot stamp duty Rs 15475/- is paid, by the draft number 868735, Draft Date 01/10/2008 Bank Name STATE BANK OF INDIA, Siliguri, received on :03/10/2008.

Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 11.50 hrs on :03/10/2008.at the Office of the A. D. S. R. RAJGANJ by Ratis Chandra Paulone of the Executants.

Admission of Execution(Under Section 58)

Execution is admitted on 03/10/2008 by

- 1. Ratis Chandra Paul, son of Late Ram Gobinda Paul, Chayanpara, Paul Para Ghugomali Jalpaiguri, Thana. Bhaktinagar, By caste Hinduby Profession : Business
- 2. Raghunath Paul, son of Late Ram Gobinda Paul Chayanpara, Paul Para Ghugomali Jalpaiguri Thana Bhaktinagar, By caste Hindu.by Profession :Business
- 3. Sabitri Paul, wife of Satya Paul New Paul Para Ghugomali Jalpaiguri ,Thana Bhaktinagar, By caste Hindu.by Profession : House wife
- Kanan Bala Paul, wife of Bhasha Ram Paul, Chayanpara, Debgram Ghugomali Jalpaiguri, Thana Bhaktinagar, By caste Hindu, by Profession : Business

Identified By Dinesh Agarwal, son of Bibhuti Prasad Agarwal Nehru Road, Khalpara Silfguri Darjeeling Thana: Siliguri, by caste

Hindu.By Profession Others

[Dhruba Dasgupta] ***
ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF RAJGANJ

Govt. of West Bengal

Page: 1 of 1

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 13 Page from 2934 to 2951 being No 03647 for the year 2008.





(Dhruba Dasgupta) 03-October-2008 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A. D. S. R. RAJGANJ West Bengal



