



1351  
Ommy Mr. Agmala  
slg

Am

16.2.2000

Presented for Registration at ..... A.M./P.M.  
on the 16th Feb 19. 2000  
the District Sub-Registrar  
at Jaipur

16.2.2000

Register Act 1908 U/S. 17B  
of Act XVI of 1908, Jaipur



*[Signature]*

Witness (1) ...  
Date 16.2.2000

16.2.2000

*[Signature]*  
(Sub-Registrar)

Sub-Registrar  
District Jaipur

Hiren Jaha Shakti  
Advocate  
Jaipur  
16/2/2000

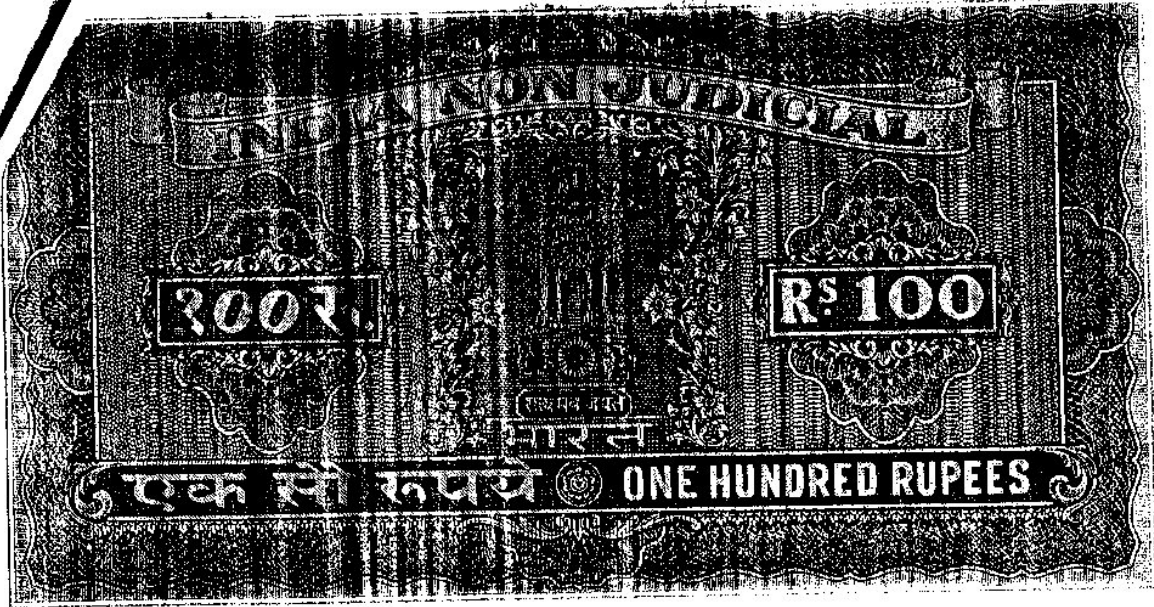
Ommy Mr. Agmala  
Jabro eade & Co  
Legal Attorney  
Bachchan Singh  
Wary Roy & Co  
Jodhpur  
Spiller she Na eye  
Ranjay and  
An. Roy. J. Jee  
J. Jee

Hiren Jaha Shakti  
Advocate  
Jaipur  
16/2/2000

16.2.2000

Register Act 1908 U/S. 17B  
of Act XVI of 1908, Jaipur

100Rs.



- 2 -

THIS INDENTURE made on this 16<sup>th</sup> day of Feb  
Two Thousand.

B E T W E E N

✓  
SRI MANOJ KUMAR AGARWAL, Son of Late Motilal Agarwal, by caste Hindu by  
occupation Bunness resident of Pradhian nagar , Siliguri, P.S. Ssiliguri Dist. Darjeeling,  
hereinafter called the 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 ONE PART

A N D

Conty..... 3



(Amar Banerjee)  
 Constituted Attorney  
 of Bodhanil Vaidya  
 Mary Lata Babu Bhoirao  
 Ghosh, P.O. Ghosh,  
 Shill, and D. Ghosh and  
 Tinas Kumar Ray

- 3 -

1. BODHURANI WINIFRED MARY RAY wife of Late Tushar Kumar Ray 4, Lacock Close Wimbledon S.W. 19 L.B.B. U.K. 2. ROBINA INDIRA GHOSH daughter of Late Tushar Kumar Ray, 38 Frimley Gardens Mitcham Surrey C.R.43 A.Q. U.K. 3. NILA SPILLER daughter of Late Tushar Kumar Ray, 18, Datillens Lane, Limps Field Surrey R.H. 8 ODZ U.K. 4. SHEILA ANN BANERJI daughter of Late Tushar Kumar Ray, 1/19D Kurraba Road, Neutral Bay, Sydney 2089, Australia and 5. TRIDIB KUMAR RAY son of Late Tushar Kumar Ray, 3, The Pightle Oving, Buckinghamshire, H.P. 22 -4 H.S. U.K. represented by their Constituted Attorney SRI AMAR BANERJEE Son of Late Rai Bahadur Bipul Banerjee, Advocate and Notary, resident of Hakimpura P.O., P.S. & Dist. Jalpaiguri. On the strength of Power of Attorney adjudicated by the Collector, Jalpaiguri on 20.8.98 and Power of Attorney dated 13.2.98, heremafter collectively called the VENDORS ( which expression shall mean and include unless excluded by or repugnant to the context their heirs, successors, executors, administrators, representatives and assigns ) of the OTHER PART.

Contd.....4.

30 Rs.



- 4 -

WHEREAS the predecessor of the present vendors Tushar Kumar Ray son of Promoda Nath Ray was recorded owner of lands of R.S. Khatian No. 176/5(ka) having sixteen annas interest with total land measuring 30.37 acres comprising of several plots including Plot Nos. 254, 255 and 258 having respective area of land measuring 7.15 acres, 1.10 acres and 1.55 acres.

A N D

WHEREAS during his life time the said Tushar Kumar Ray had inducted the Defence Department, Govt. of India for their defence purpose on yearly rental basis on hire by delivery of possession of the entire land of the said plot nos. 254, 255 and 258 having total area measuring 9.80 acres of land which is still in possession of the said Attorney.

A N D

Contd.....

*(Amar Bose)*  
Constable Attorney  
of Government of West Bengal  
New Post, Kolkata India  
Ghosh, Mr. Bhabu,  
Shri Ram Estate and  
Trade, Kolkata India

- 5 -

WHEREAS on death of the said Tushar Kumar Ray the present Vendors being only legal heirs have jointly inherited and become joint owners thereof and have been enjoying usufruct of the said land by realising and/or accepting yearly rent from the said Department through their Constituted Attorney.

A N D

WHEREAS the Defence Authority decided to dehire the said land and re-deliver possession of the land unto the Vendors and accordingly the Defence Authority has already re-delivered possession of the land to the Vendors through their constituted Attorney on 10.2.98.

A N D

WHEREAS the present Vendors have decided to dispose of the said land by transfer for their own urgent necessity and the present Purchaser have agreed to purchase a portion of the said land measuring 14 Katha 9 Chhatak from present Vendors as fully described in the Schedule hereunder and the land as shown in the site plan by the red demarcation line annexed herewith and the Vendors through their Attorney shall at once deliver the possession of the demised land unto the present purchasers to which the present Vendors have agreed to.

A N D

WHEREAS the Purchaser have agreed to purchase the said demised land at a total consideration of Rs. 14,565/- ( Rupees Fourteen thousand five hundred Sixty-five ) only paid by the purchaser to the Vendors through their Attorney ( the receipt whereof the Vendors do hereby acknowledge and grant full discharge to the purchasers from the payment thereof )

A N D

The Vendors do hereby grant, convey, assign and transfer unto the Purchaser the said land hereby sold fully described in the Schedule below free from all encumbrances and make over possession thereof together with all rights, title, privileges, appendices, appurtenances belonging to or in any way appertaining to the said land hereby sold to be TO HAVE AND TO HOLD the same subject to the payment of rent payable to the landlord the Govt. of West Bengal.

Contd.....6

*(Amar Banerjee)*  
Constituted Agent  
of Buchanan W & Co  
Mery Bay, Robins In  
Ghoch, Nils Spillan  
Sheela ann Dattap  
Trib Kumar Ray

- 6 -

A N D

It is further covenant that there exists no charge, mortgage attachment or any other encumbrances of the said land hereby transferred or any part thereof at the date of these presents and in case if any such charge, mortgage, attachment or any other encumbrances or for any other loss that the purchaser have to suffer in consequence thereof.

A N D

The Vendors further covenant that all rents and public charges payable by the Vendors for the said land hereby sold and in case if it transpires otherwise the Vendors shall be liable to indemnify the purchaser for any loss resulting therefrom.

A N D

The Vendors further declares that if the purchaser are deprived of possession of the said land or any part thereof for the defect of title of the Vendors shall be liable to compensate the purchaser or to return to the purchaser the full or proportionate part of the consideration money as the case may be together with interest from the date of such deprivation or dispossession.

A N D

It is further covenant that the Vendors have not entered into any other contract with any other person for sale, transfer, mortgage of the said land hereby sold or any part thereof and there exists no charge, mortgage, attachment sale or transfer at the date of these presents and if any recitals made herein are proved to be false the vendors shall be liable to compensate the Purchaser in consequence thereof.

SCHEDULE OF LAND

All that piece or parcel of raiyati land measuring 14 Kathas 9 Chhataks at an annual rent of Rs. 0.35 paise only, appertaining to and forming part of 30.37 acres of land at an annual rent of Rs. 308/13/- annas only, the proportionate rent for the demised plot of land is payable to the Landlord the State of West Bengal, represented by the B.L.&L.R.O. Rajganj, situated within Mouja Dabgram, Pargana Baikunthapur, J.L.No. 2, P.S. Bhaktinagar, S.R. Office & Dist. Jalpaiguri, appertaining to R.S. Khatian No. 176/5(ka) in Sheet No. 7(Seven) comprising of part of Plot No 254 & 255, measuring 14 Kathas 9 Chhataks of land are hereby sold and the sold land are shown in the site plan by the red demarcation line Marked- A annexed herewith and forming part of these presents.

Contd.....7.

*(Amar Banerjee)*  
Constituted Attorney  
for the purpose of  
Executing the Deed  
of Sale of the above  
land  
on this day  
of the month of  
the year

- 7 -  
The demised plot of land bounded as follows :-

NORTH: Sold Land of Vendors,  
SOUTH: Land of Naresh Kumar Agarwal Purchasee to Day,  
EAST :Land of Plot Nos. 371 & 373.  
WEST :22'-09" Wide Road,

Measurement of the sold land:-

North- 129'-03", South- 120'-06", East-81'-08", West-86'-06"

IN WITNESS WHEREOF the Vendors put their signatures through their Constituted Attorney on this Deed on the day month and year first above written.

WITNESSES

1. *Daran Saha*  
Shikupur

2. *Heaven Gaba Thakurta*  
Advocate  
Jalpaiguri.

Prepared by me

*Pijush Kanti Sarkar*  
(**Pijush Kanti Sarkar**)  
Deed Writer, Jalpaiguri  
Licence No. 26.

Typed by

S.SAHA