

Sunder Agast



पश्चिम बंगाल WEST BENGAL

18AA 232197

NO P 46 for 2008

FEE PAID

P(1)	Rs. 200
P(2)	Rs. 200
C-1	Rs. 6.30
C-10	Rs. 5.00
J. S.	Rs. 10.00
Refuge	Rs. 13.00
C.F.S	Rs. 10.00

46-300

Co

8/2/08

Cl

18/2/08

L.

T.

Rajdeep Singh

974/482

[Signature]

18/2/08

18/2/08





पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

757435

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THIS INDENTURE MADE THIS THE SEVEN
OF MAY 2007 (TWO THOUSAND SEVEN) DAY
OF THE ADDL. DIST. SUB-REG. OFFICE
JALPAIGURI



Aslok Kumar Gupta
10/11/07



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

756818



ASHOK kumar Gupta
Ranjit K. Gupta

Page -

TOTAL CONSIDERATION	:	RS. 2, 30,000/-
AREA OF LAND	:	11 KATHA 9 CHHATAKS 34 SQ. FT OR 0.192 ACRE
MOUZA	:	DABGRAM
PARAGANA	:	BAIKUNTHAPUR
POLICE STATION	:	BHAKTINAGAR
KHATIAN NO.	:	116
PLOT NO.	:	109 & 119 (P)
SHEET NO.	:	3
J. L. NO.	:	2
WARD NO.	:	XXXXII OF S.M.C

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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

756817.



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B E T W E E N

1. SRI ASHOK KUMAR GUPTA S/o Sri Raju Gupta,
2. SRI SAROJ KUMAR GUPTA S/o Late Binda Prasad Gupta,

Both are Hindu by religion, Indian By Nationality, Business by Occupation, resident of Gandhi Nagar, P.S. Bhaktinagar, Ward No. XXXXIII, of Siliguri Municipal Corporation, Siliguri in the District of Jalpaiguri --- hereinafter jointly and collectively called the **FIRST PARTY / VENDORS** (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.**

Cont.p/5

at the Office of the District Sub-Register



756816

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

Arshok Kumar Gupta
Sub-Register



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A N D

SMT SUNITA AGARWAL S/o Sri Ratan Agarwal, Hindu by religion, Indian by Nationality, Business by occupation, resident of P.O. & P.S. Hasimara in the District of Jalpaiguri --- hereinafter called **SECOND PARTY / PURCHASER** (which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, successors, administrators, representatives and assigns) of the **SECOND PART**.

Cont.p/6

Ca

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A N D

WHEREAS one **SURAJ MAL BEHANI & KUNDANMAL RATHI** is/was the recorded owner of all that piece and parcel of land appertaining to Plot No. 109 & 119 along with the other plot of land recorded in Khatian No. 116 of Mouza Dabgram in the Jalpaiguri.

A N D

WHEREAS one **AMAL PAUL** acquired all that piece and parcel of Land measuring 1.221 Acres appertaining to and forming Part of Plot No. 109 & 119 recorded in Khatian No. 116, sheet No. 3 of Mouza - Dabgram by virtue of a Deed of Conveyance executed by **SURAJ MAL BEHANI & KUNDANMAL RATHI** (recorded owner of land) and Registered at the Office of the District Sub-Register, Jalpaiguri and recorded in Book No. I, Volume No. 46, page No. 9 to 12 being document No. 4166 for the year of 1991.

A N D

WHEREAS one **DILIP SINGH** acquired all that piece and parcel of Land measuring 1.221 Acres appertaining to and forming Part of Plot No. 109 & 119 recorded in Khatian No. 116, sheet No. 3 of Mouza - Dabgram by virtue of a Deed of Conveyance executed by **SURAJ MAL BEHANI & KUNDANMAL RATHI** (recorded owner of land) and Registered at the Office of the District Sub-Register, Jalpaiguri and recorded in Book No. I, Volume No. 45, Page No. 399 to 402 being document No. 4163 for the year of 1991.

A N D

WHEREAS vendors hereof **SRI ASHOK KUMAR GUPTA & SRI SAROJ KUMAR GUPTA** acquired all that piece and parcel of Land measuring 46 Katha 7 Chhataks appertaining to and forming Part of Plot No. 109 & 119 of sheet No. 3 recorded in Khatian No. 116 of Mouza - Dabgram by virtue of a Deed of Conveyance executed by **AMAL PAUL & DILIP SINGH** and Registered at the Office of the District Sub-Register Jalpaiguri and recorded in Book No. I, Volume No. 37, Pages 5 to 10 being document No. 1755 for the year of 1998.

Cont.p/7



Allok Kumar Gupta
No. 11. Sept

3

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A N D

WHEREAS since purchase Vendors hereof **SRI ASHOK KUMAR GUPTA & SRI SAROJ KUMAR GUPTA** are/were in actual Khas and physical possession of all that piece and parcel of land as fully described in the schedule below, free from all encumbrances whatsoever and without any interference, objection or interruption from any body having permanent, heritable and transferable right, title and interest therein.

A N D

WHEREAS the Vendors being in need of fund have offered to sale all that piece and parcel of land measuring 11 Katha 9 Chhataks 34 Sq. Ft. or 0.192 Acre more fully described in the schedule below.

A N D

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 as fully described in the schedule below for Rs. 2,30,000/- (Rupees two Lakh thirty thousands) only, free from all encumbrances whatsoever.

A N D

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 have agreed to sale the land more fully described in the schedule below for Rs. 2,30,000/- (Rupees two Lakh thirty thousands) only, free from all encumbrances whatsoever.

NOW THIS INDENTURE WITNESSETH THAT:

In pursuance of the aforesaid offer and acceptance and also in consideration of Rs. 2,30,000/- (Rupees two Lakh thirty thousands) only, paid by Cash/Cheque/Draft 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

Cont.p/8



Ashok Kumar Gupta

Saroj K. Gupta

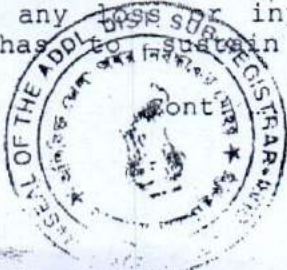
C

Achok Kumar Singh
16.1.1971

fully described in the schedule below and delineated by red border in the plan annexed herewith and forming part of these presents and make over Khas and physical possession thereof to 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 from 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 professes to transfer subsists and the vendor has 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 them shall and will from time to time at all 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 no 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 has to sustain in consequence thereof.



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Ashok Kumar Jais
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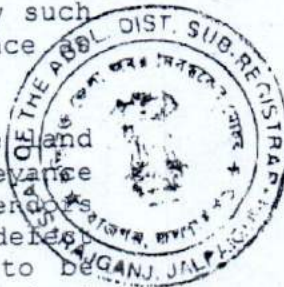
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THE Vendors further covenants that all rent and taxes etc. or any other charges payable for the land hereby transferred or expressed or intended so to be that has accrued due upto the date of these presents has been paid and all other covenants and 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 aforesaid.

THE Vendors further declares that the entire and forming subject matter of the present conveyance were in Khas and actual possession of the vendors at the date of these presents. If for any default 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 for any loss or injury attending thereto be sustained by the purchaser.

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.

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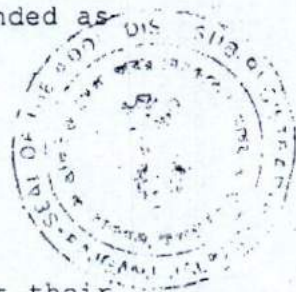
9

SCHEDULE

All that piece and parcel of land measuring 11 (One one) Katha 9 (nine) Chhataks 34 (three four) Sq. Ft. or 0.192 (Zero point one nine two) Acre appertaining to and forming part of Plot No. 109 (one zero nine) & 119 (one one nine), recorded in Khatian No. - 116 (one one six), Sheet No. 3 (three), J. L. No. 2 (two), Mouza = Dabgram, Pargana = Baikunthapur, P.S. Bhaktinagar in the District of Jalpaiguri.

Land as mentioned above hereby sold by the Vendors is delineated by red border in the plan annexed herewith and the said land is butted and bounded as follows:

- BY THE NORTH : 16-0" WIDE PRIVATE ROAD,
- BY THE SOUTH : LAND OF NEEMA TENSING SHERPA,
- BY THE EAST : LAND OF RATAN AGARWAL,
- BY THE WEST : LAND OF SMT SARITA GOYAL,



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

WITNESSES: -

1. *Ille Goyal*
S/o Ramnawash Goyal
M.R. Rd, Siliguri
2. *Satish Goyal*
S/o Sri Ramnawash Goyal
M.R. Road, Siliguri

The contents of this document has been gone through and understood personally by the Purchaser & Vendors.

Ashok Kumar Goyal

Saraj K. Gupta

VENDORS

Drafted by me and printed at My office

CHECKED BY
Sanjiv Kumar Agarwal
18/2/08
Rajesh Kumar Agarwal
Advocate / Siliguri
Reg. No. WB/73 /97

Certified to be a true copy of the
instrument document which has
not yet been transmitted in
great Register Volume
[Signature]
Sub-Registrar
Bajgani, Jalpaiguri
18/2/08

MEMO OF RECEIPT

Rs. 2,30,000/-

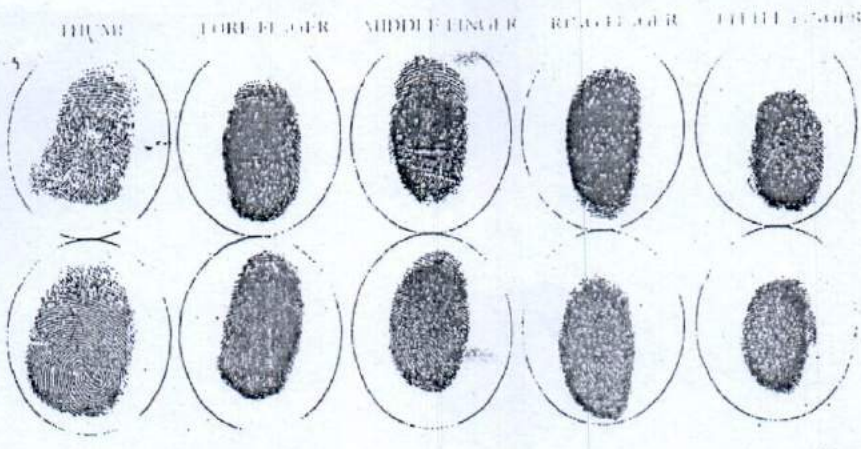


RECEIVED of and from the within named PURCHASER Rs. 2,30,000/- (two Lakh thirty thousands) only by within named VENDORS the within sum of Rs. 2,30,000/- (two Lakh thirty thousands) only paid by the PURCHASER to the VENDORS by Cash/Cheque/Draft in respect of the property conveyed herein.

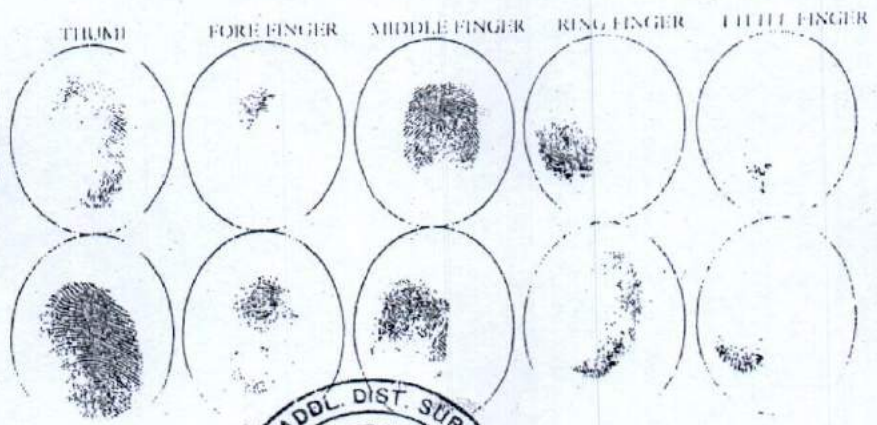
Asst. Commr. Jalpaiguri
Surj. Jalpaiguri

MEMO OF CONSIDERATION

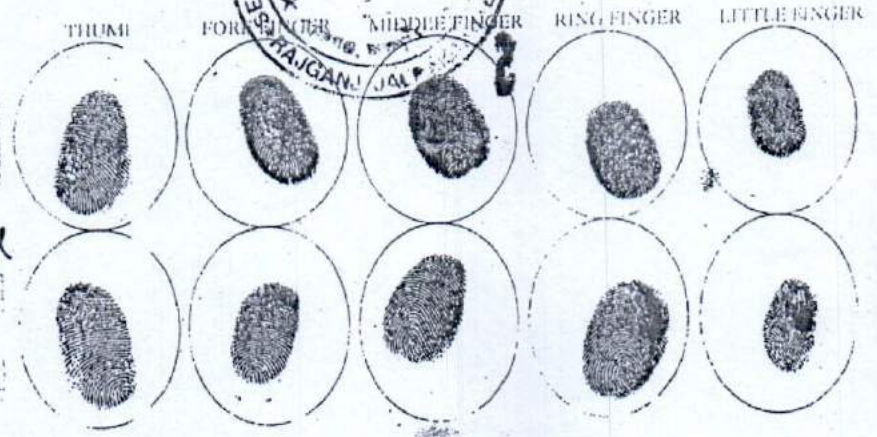
NAME OF BANK	DRAFT NO.	DATED	AMOUNT
U.T.I BANK	0001449	-----	RS. 2,30,000/-



Ashok Kumar Gupta
SIGN WITH DATE



Navaj K. Gupta
SIGN WITH DATE



Sunita Agarwal
SIGNATURE WITH DATE

SIGNATURE OF I.O.

NAME OF SELLER

- ① SRI ASHOK KUMAR GUPTA
W/O SRI RAJU GUPTA
- ② SRI SARUJ KUMAR GUPTA
S/O LATE B.P. GUPTA
AT - GANDHI NAGAR
PS - BHAKTI NAGAR
WARD NO - 43 (S.M.C.)
DISTT. - JALPAIGURI

SOLD LAND AREA

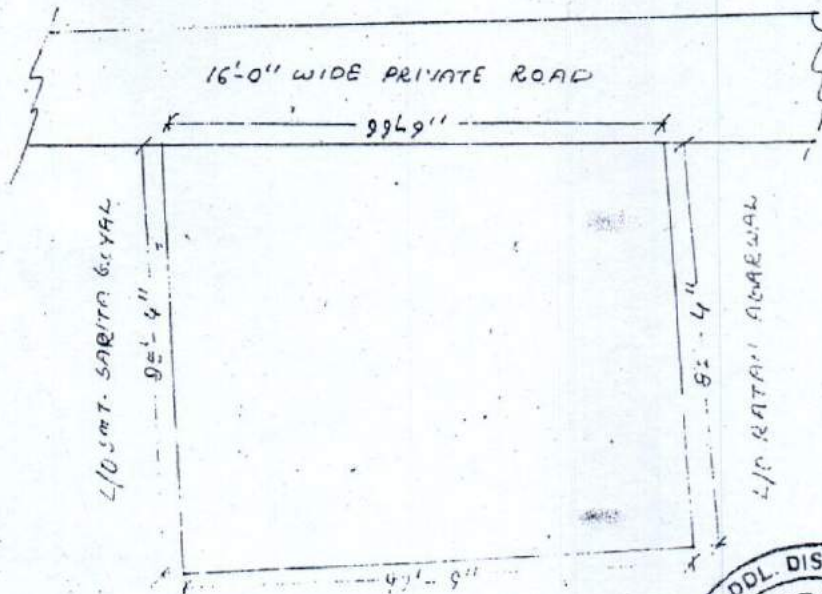
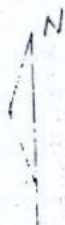
11 KATIA, 9 CHATAK, 34 SFT.
OR 0.92 ACRES.

NAME OF PURCHASER

SMT. SUNITA AGARWAL
W/O RATAN AGARWAL
AT + PS - HINDI NAGAR
DISTT. - JALPAIGURI

LAND SCHEDULE

SHEET NO - 03
Khatian No - 116
J.L. No - 02
MOUZA - DABGIRADI
P.S. - BHAKTI NAGAR
PLOT No - 109, 119 (A)
DISTT. - JALPAIGURI
TOWNSHIP - ...
PARQUINA - ...
LOCAL NO - 4...



Signature
Ashok Kumar Gupta
Smt. Sunita Gupta

at the Office of the District Sub-Register
Jalpaiguri and recorded in Book No. I, Volume No.
37, Pages 5 to 10, being document No. 1755 for the
year of 1998.

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