

This Indenture is made on this the 29th day of January, One thousand nine hundred eighty six.

Between

Sri.Haramohan Biswas, son of Late Nabin Chandra Riswas,

Hindu by faith, business by occupation, resident of Surjyæ

Nagar, Dabgram, P.S. Siliguri, Dist. Darjeeling—hereinafter

called the PURCHASER (which expression shall mean and

include unless excluded by or repugnant to the context

his heirs, executors, successors, legal representatives,

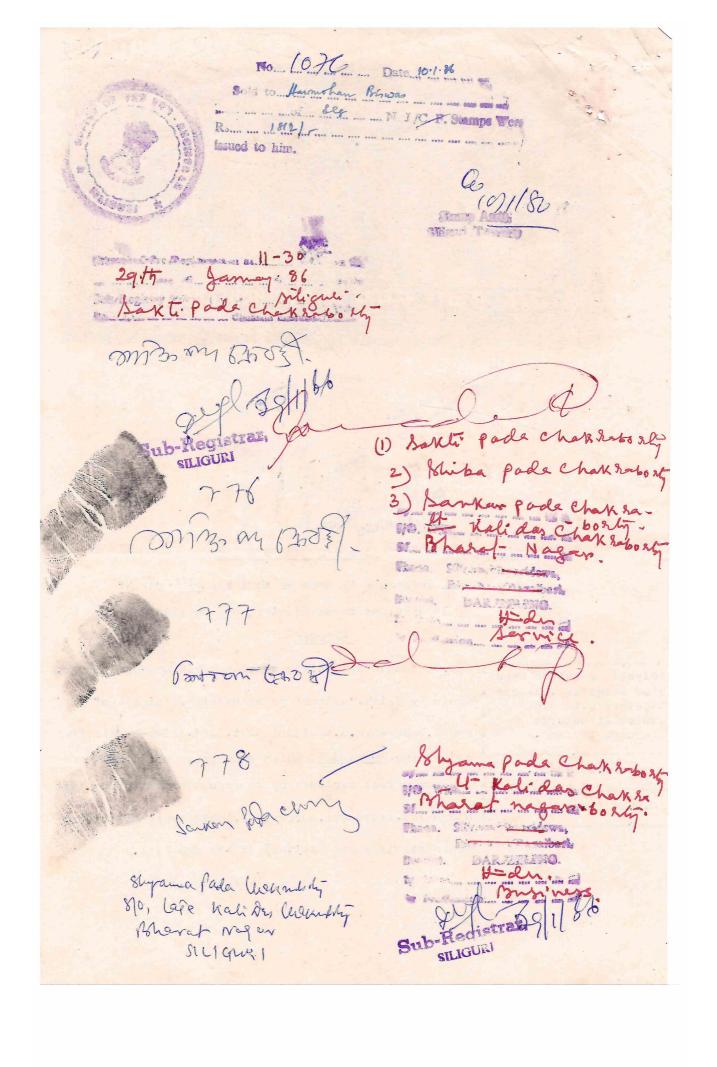
administrators and assigns) of the One Part.

(contd...to 2)

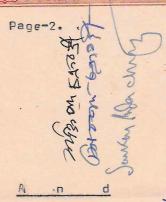
Raiyoti Homestead Land 2two katha or .034acre X together with old houses structures standing thereon.

Price: Rs. 23500/00.

P.S.Siliguri.

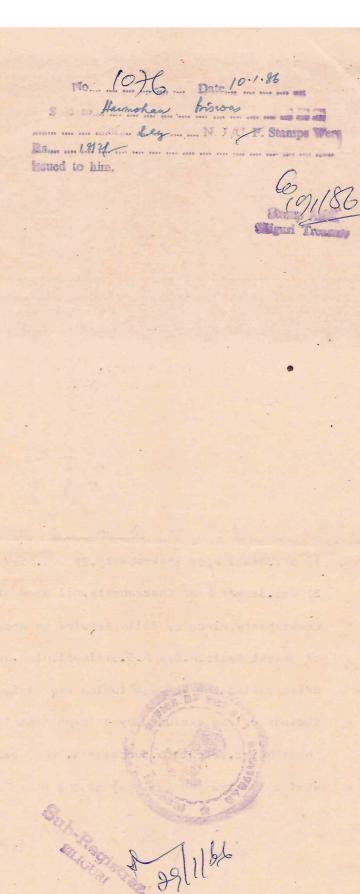






- 1) Sri.Sakti Pada Chakraberty, 2) Sri.Siba Pada Chakraberty,
- 2) Sri.Sankar Pada Chakraberty, all sons of Late Kalidas
 Chakraberty, Hindu by faith, service by occupation, resident
 of Bharat Nagar, P.D.& P.S. Siliguri, Dist. Darjeeling-hereinafter called the <u>VENDORS</u> (which expression shall mean and
 include unless excluded by or repugnant to the context
 their heirs, executors, successors, legal representatives,
 administrators and assigns) of the Other Part.

(contd..to 3)





page-3. Earl how the

Whereas the vendors are the absolute owner in sixteen annas share of all that piece or parcel of Raiyoti Homestead land measuring 6 six katha or 0.10acre, by virtue of a Registered Deed of Sale Being No.4810, Dated 24.11.1964 (In Book No.I, Volume No.52, Pages 51 to 53, for the year 1964) executed by Smt. Suruchi Bala Roy, wife of Bijoy Kumar Roy, of Deshbandhu Para, P.O.& P.S. Siliguri, Dist. Darjeeling, Registered at Siliguri Sub-registry Office.

A n d

Whereas the name of the vendors have been duly mutated by the Junior Land Reforms Office, Siliguri, with respect to the said land Vide his Office Mutation Case No.764/64-65, Dated 30.7.1964, and the vendors paying land revenue etc. for the said land to the Superior landlord-Govt.of West Bengal.

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Since Harmohan Biswas

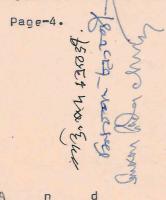
School of Harmohan Diswas

State 1814

Rises on 1814

Issued to him. Strang Asoto.





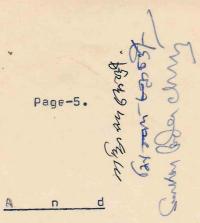
Whereas the vendors constructed houses structures etc. on the said land and the same was registered as Holding No.414/354, of Ward No.13, within the Limits of Siliguri Municipality, in the name of the vendors.

A n d

Whereas the venders have permanent heritable and transferrable right, title and interest on the entire aforesaid land/property and the said property is free from all encumbrances , charges, mortgage, lien and requisition or acquisition proceedings. The said property/land is a Retained land under the Provisions of the West Bengal Estates Acquisition Act, 1953 and the West Bengal Land Reforms Act, 1955 as amended uptodate.

(contd..to 5)

10. 1076 Date 10/1/16 Sur Hari Mohan Bisason Likipur



Whereas the vendors, being in need of fund for investing the same in some lucrative enterprises, have offered for sale the land measuring 2 two katha or .034acre, together with houses structures standing thereon, as fully described in the schedule below (hereinafter referred to as "BELOW SCHEDULE PROPERTY") out of the vendors aforesaid total property/land measuring 6katha or 0.10acre, free from all encumbrances and charges whatsoever.

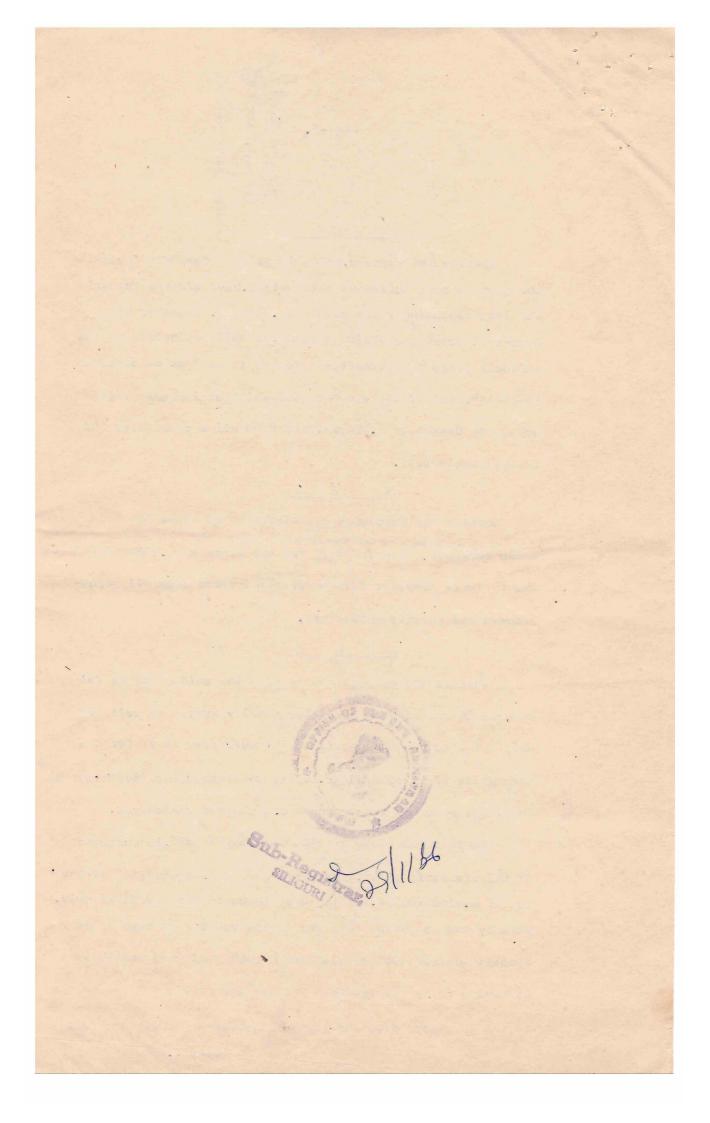
As n d

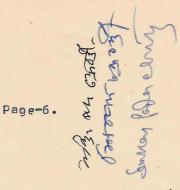
Whereas the purchaser has agreed to purchase the said below schedule property at or for the price of Rs.23500/00 (Rupees twenty three thousand five hundred) only, free from all encumbrances and charges whatsoever.

A n d

Whereas the vendors considering the said price as fair reasonable and highest have also finally agreed to sell the said below schedule property to the purchaser at or for the said price of Rs.23500/00(Rs.twenty three thousand five hundred) only, free from all encumbrances and charges whatsoever.

NOW THIS INDENTURE OF SALE WITNESSETH THAT, in pursuance of the aforesaid offer, acceptance and in consideration of the sum of Rs.23500/00(Rs.twenty three thousand five hundred) only, paid by the purchaser this day to the vendors in cash (the receipt whereof the vendors does hereby admit and acknowledge as having fully received and the vendors grants full discharge to the purchaser from the payment thereof) the vendors does (contd..to 6)





hereby convey, assign, sell and transfer the said below schedule property and makes over possession thereof unto and infavour of the purchaser, together with all right, title, interest, easements, liberties, appendages and appurtenances whichever any way belonging to or reputed to belong therewith TO HAVE AND TO HOLD the same as an absolute estate peaceably and quietly with permanent heritable and transferrable right, title, and interest and without any interference or interruption from the vendors or any person or persons chaiming under them, subject to the payment of land revenue and other taxes to the Superior land lord-Now the Govt.of West Bengal.

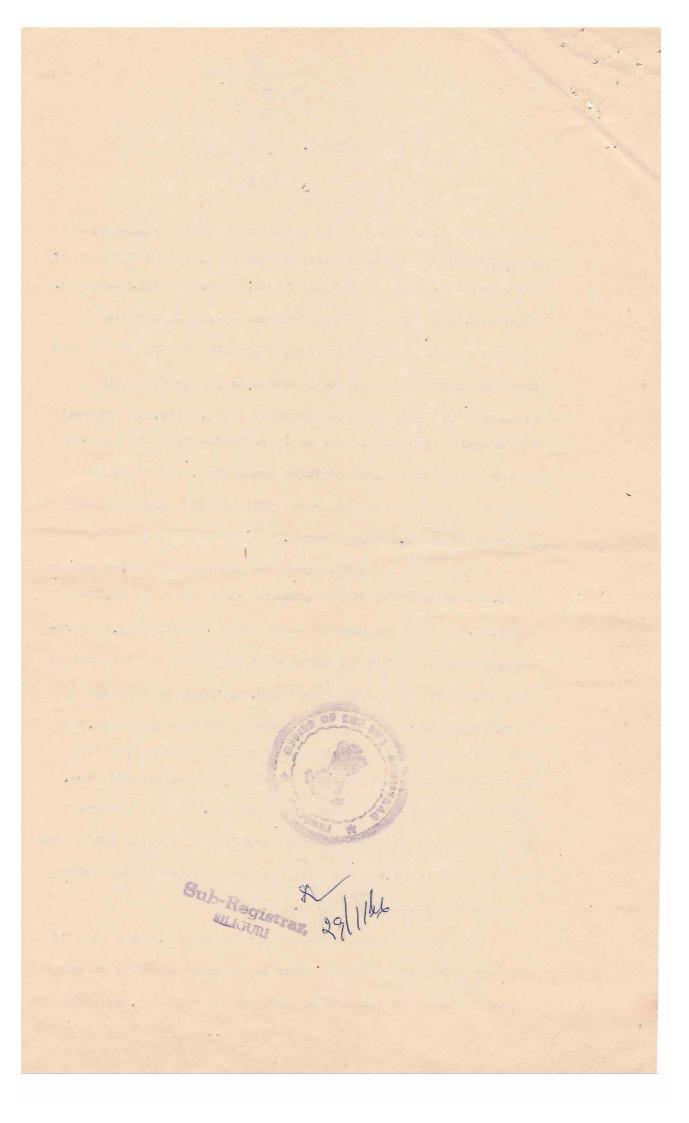
The Vendors declares that the interest which the vendors professes to transfer hereby subsists as on the date of these presents, and that the vendors have not previously sold, transferred, mortgaged, contracted for sale or otherwise the said below schedule property hereby transferred, expressed or intended so to be or any part thereof to any other person or persons, and that the said below schedule property suffers from no defect of title and that the recitals made hereinabove are all true, and in the event of any contrary is proved, then the vendors shall be liable to be dealt with according to law and shall also be liable to make good the loss which the purchaser may suffer or sustain resulting therefrom.

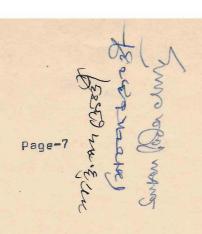
The vendors further covenant with the purchaser that if

for any defect of title of the below schedule property or for

any act done or suffered to be done by the vendors , the purchaser

(contd...to 7)





is deprived of ownership or of possession of the below schedule property hereby sold 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 @ Rs.2/-(Rs.Two) percent per month from the date of such deprivation of ownership or of possession, and the vendors shall further 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.

SCHEDULE OF THE PROPERTY (above referred to)

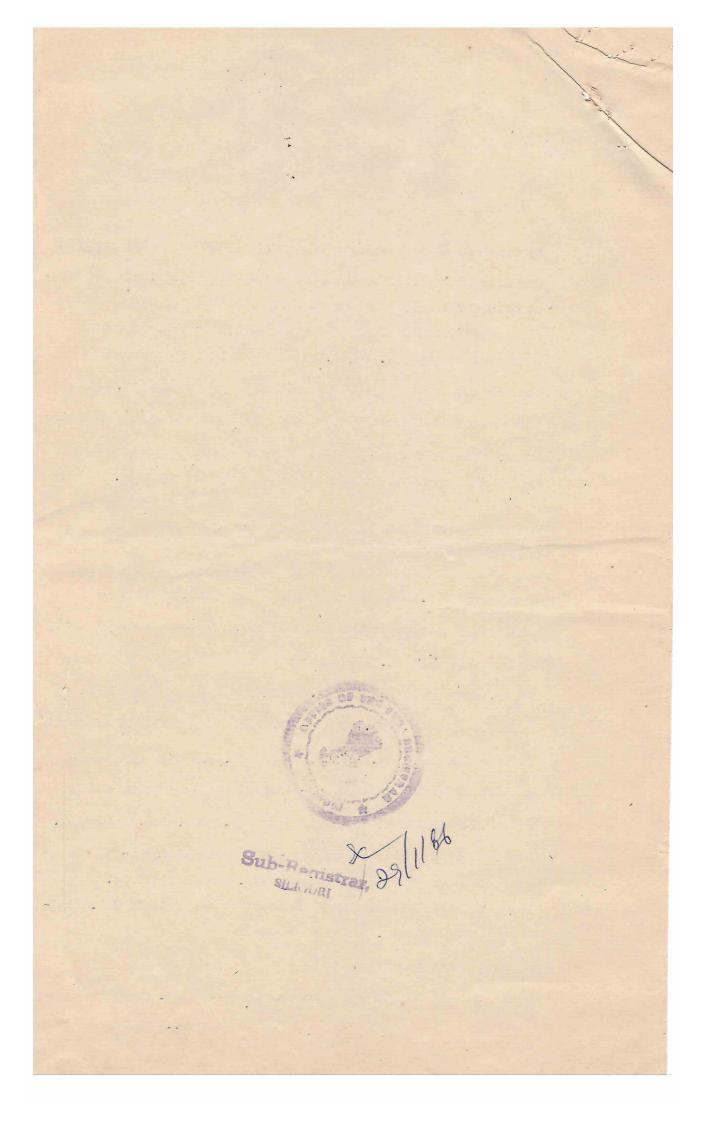
All that piece or parcel of Raiyoti Homestead land measuring 2two katha or .034 point zero three four acre, together with old houses structures standing thereon, included in and forming Part of Plot/Dag No.12769(twelve thousand seven hundred sixty nine), Recorded in Khatian No.799(seven hundred ninty nine), of Mouza Siliguri, J.L.No.110(Hal-88), within the Limits of Siliguri Municipal Holding No.414/354, in Ward No.13, within the Jurisdiction of Police Station, Sub-division and Sub-registry Office Siliguri, Paragana Baikunthapur, Touzi No.3(Ja), Dist.Darjeeling. The said property is butted and bounded as follows:

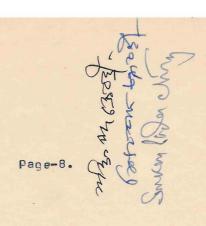
North: Vendors land being sold to Sri. Haramohan Biswas. South: land of Shyamapada Chakraborty being sold to Smt.Priti-

East : Municipal Road.

lata Biswas.

West : Sweeper Road and them Nani Gopal Mallik.Now Jiban Mishra (contd..to 8)





Proportionate yearly rent is Rs.O.50 paisa payable to the Govt. of West Bengal.

> IN WITNESS WHEREOF THE VENDORS, in good health and conscious mind set and subscribe their respective hand on the day, month and year first above written.

Witnesses:

Shyama Pada Chakmenty So, Laje Kali Das Chakmishy Marat Nagar SILIGURI Anda Chrember. Socioni Socioni Sontonno

Typed, read over and explained to the vendors by me:

Sante Copal Bouil Sri Santi Gopal Banik

Deed-Writer, Siliguri. Licence No. 30 of 1984 desued by District - Registras PARJEELING.

