

Date 16 . 1 . 88 Mo 2334 Sold to Kalachand Kundu Li liguni 2004 R. Ino hundred dy Value STANT VENDOR S. R. OFFICE SILIGURL Identified by me Mornelkatidey Advocate/Silis



Sri Bhuli Kumi, Son of Late Ganesh Kumd, Hindu by religion, business by occupation, residing at present at Bidhan Road, P. O & P.S. Siliguri, District Darjeeling, hereinafter called the VENDOR. (which expression stall mean and include unless excluded by or repugnant to the context, his heirs, executors, administrators, successors, representatives and assigns) of the ONE PART.



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Sri Kala chand Kundu, Son of Sri Saileshwar Kundu, Hindu by religion, business by occupation, residing at present at Bidman Road, P. O & P. S. Siliguri, District Darjeeling, hereinafter called the PURCHASER (which expression shall mean and include unless excluded by or repugnant to the context, his heirs, executors, administrators, successors, representative and assigns) of the OTHER PART.

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owner of all that piece and parcel of the homestead land measuring .085 decimal of land, which he has acquired by virtue of a deed of Sale Registered at Sadar Joint Sub-Registry Office, Jalpaiguri, on 22.5.75 Registered in Book No. 1, Volume No. 50, Being deed No. 5061, for the year 1975, situated within Mouza Dabgram, P.S. Rajganj, District Jalpaiguri, sheet no. 3, Iduation no. 711 (2), and as such the Vendor has got full right, title and interest having permanent heritable and transferable interest therein and the Said Land is in Khas, actual and physical possession of the Vendor at the date of those presents.

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AND

WHEREAS the Vendor being in need of money for his business, has offered for Sale the Said Land measuring 5 Kathas and 2 Chataks or .085 decimal of land, which is described fully in the Schedule below:

AND

WHEREAS the purchaser being in need of a Plot of land for his residential purpose has accepted the offer of the Vendor and has agreed to Purchase the Said Land measuring .085 (point zero eight five) decimal of land which is fully described in the schedule below for Rs. 8,000/- (Rupees eight thousand) only free from all encumbrances whatsoever.

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WHEREAS the Vendor considers the said price so offered by the purchaser as fair and reasonable price in view of the prevailing highest market price of the said land and has agreed to sell the said land measuring .085 (Point zero eighty five) decimal of land fully described in the schedule below for Rs. 3,000/= (Rupecs eight thousand) only, free from all encumbrances whatsoever unto the Purchaser and the Said Land is transferred in the manner as appearing hereinafter.

NOW THIS INDENTURE WITNESSEM that in pursuance of that offer and acceptance and in consideration of Rs. 3,000/- (Repees eight thousand) only paid this day by the purchaser to the vender in cash, the receipt of the price of land is hereby, acknowledged by the Vendor and give full discharge to the purchaser from payment hereof and the Vendor does hereby sell, transfer, assign, grant the land as described in the Schedule below with all relights, liberties, privileges, easements belonging to or in any way appertaining to the said Property and absolute estate right or interest into and upon the said land hereby damised expressed or intended so to be and TO HAVE AND TO HOLD the same subject to the payment of rent to the Superior Landlord the State of West Bengal.

INE VENDOR do hereby covenant to the purchaser that the interest which the Vendor profess to transfer, subsists and the Vendor have full right and authority to transfer the land hereby transferred expressed or intended so to be unto the purchaser in the marrier as

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aforesaid and the Vendor or any person claiming under them shall and will from time to time at all times hereafter at the request of the purchaser do execute all such acts, deeds and thirgs what-soever for further and more effectually assuring the enjoyment and possession of the purchaser thereof and there in as shall and may be required and it is further convented that the land hereby transferred has not been surrendered or forfieted and that there exists no mortgage, attachment or any other encumbrances over the said land hereby transferred expressed or intended so to be or any part thereof at the date of these presents and in the event of discovery of any such charge, mortgage, attachment or encumbrances whatsoever the Vendor shall be liable to compensate the purchaser for any loss or injury that the purchaser shall have to suffer inconsequence thereof.

rents and other Public charges payable for the land hereby transferred expressed or intended so to be that has accured upto the date of these presents have all been paid up and all other covenants and conditions required to be observed and performed by the Vendor in relation to the land in the Schedule below have been observed and performed and in case it transpired otherwise, the Vendor shall be liable to indemnify the purchaser for any loss resulting therefrom and the Vendor further declare that the property hereby transferred are actual and khas possession of the Vendor at the date of these presents and if for

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any defect of title or for any acts done or suffered to be done by the Vendor, the purchaser is deprived of the possession or of enjoyment of the same or in part of it the Vendor shall be liable to return to the purchaser the full or propertionate part of the consideration money or the case may be together with interest at the rate of 12% per annum from the date of dispossession or deprivation with the adquate compensation any loss that the Purchaser hay have to suffer and it is further declared by the Vendor that he has not entered into any binding contract with any other person whatsoever to sell or to transfer otherwise the land conveyed by these presents expressed or intended so to be or any part thereof and that there subsists no such binding control and date of these presents and olscovery of any such contract of sale or transfer with respect to the land of the Schedule below or any part of same or any of the recitals made herein and proved to be false, the Vendor shall be liable for false recitals made therein and shall also be liable to compensate the Purchaser adequately for any loss or injury that may be sustained by the purchaser inconsequance thereof.

SCHEDULE

All that piece or parcel of raivati homestead land measuring .085 (Point zero eight five) decimal of land or 5 (five) kathas and 2 (two) chatakas of land at an annual rental of Rs. 1.50 (Rapees One, fifty paisa) only, payable to the State of West Bengal, represented by J.J.R.O Jalpaiguri, situated within Pargana Baikunthapur, Mouza Dabgram, Police Station Rajganj, District Jalpaiguri, under J.L. No. 2 (two) Touzi No. 3 (three), Khatian No. 711 (2) (Seven hundred eleven by two) included in Plot No. 554 (part) Five hundred fifty four). The land is butted and

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bounded as follows:

: House of Smt. Kabita Kumi. North

: 14' wide private road. South

: Land of Purchaser. East

House of Ramesh Kurmi. West

IN WITHESS WHEREOF THE VANDOR DO HEREUNIO SET HIS HAND ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES.

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The contents of this documents have been drafted, readover and explained by me to the executants and typed in my Office.

Moisalkanti Deg 27/1/88

ADVOCATE : SILIGUR

Enrollment Mp. WB-674/1981