



-:: Page No. 2 ::-

18/5 DAY

THIS INDENTURE MADE ON THIS THE 18/1 DAY OF APRIL, TWO THOUSAND ONE.

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2000Rs.

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Sub-Registrar
Rajgani. Di Jalpaiguri

2000Rs.



- :: Page No.3 ::-

CONVEYANCE

AREA OF LAND :: 6 KATHAS 12 CHHATAKS 35.2 SQUARE FEET

:: DABGRAM MOUZA

:: BAIKUNTHAPUR PARGANA

:: 478(P) PLOT NO.

:: 623 (HAL) KHATIAN NO.

:: 8 SHEET NO. J.L.NO. :: 2

P.S. :: BHAKTINAGAR

:: JALPAIGURI DISTRICT CONSIDERATION :: Rs. 4,90,000/-

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Stamp Brees Clera



Sub-Registrar Rajgani Dt. Jalpaiguri

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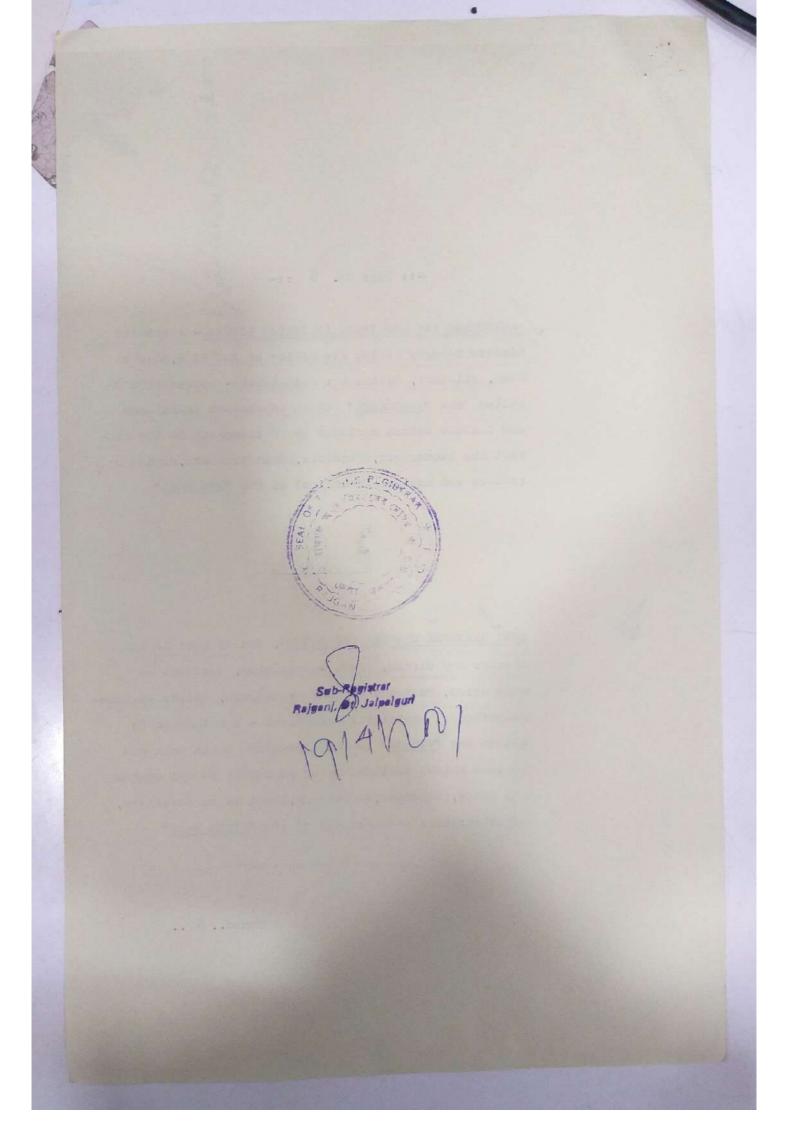
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MANJUSHREE TEA AND INDIA (PRIVATE) LIMITED- A Private
Limited Company having its Office at 2nd Mile, Sevoke
Road, Siliguri, District: Jalpaiguri - hereinafter be
called the "PURCHASER" (which expression shall mean
and include unless excluded by or repugnant to the context its successors, executors, administrators, representatives and assigns-in-Office) of the "ONE PART"

A N D

W

SHRI RAMENDRA CHANDRA DEY SARKAR, son of Late Ramesh Chandra Dey Sarkar, Hindu by religion, Business by occupation, resident of Mouza: Dabgram, Police Station-Bhaktinagar, District: Jalpaiguri - hereinafter be called the "YENDOR" (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 "OTHER PART"



PARENO. 6 :- Page No. 6 :-

WHEREAS, one Ramendra Chandra Dey Sarkar, Son of Late Ramesh Chandra Dey Sarkar became the owner of 2.73 acre of land by virtue of a registered Deed of Sale dated 7.9.1956 and the said deed was duly registered in the Office of the Sadar Joint Sub-Registrar, Jalpaiguri and registered in Book No. I, Vol. No. 12, Pages 26 to 28 being no.818 for the year 1956 and after purchasing the said land the said Ramendra Chandra Dey Sarkar was holding, occupying and possessing the said land having obtained heritable and transferable right, title and interest therein and also on payment of rent and taxes and also mutating the said land in his name vide Mutation Case No. IX-II-1963 of 61-62 in Hal Khatian No.623 of Mouza: Dabgram vide the then J.L.R.O's Order dated 15.12.1961.

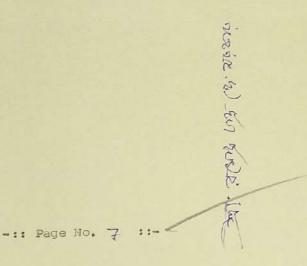
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A N D

WHEREAS, Sri Nagendra Chandra Dey Sarkar, Sri
Dwijendra Chandra Dey Sarkar and Sri Khagendra Chandra
Dey Sarkar - all sons of Late Ramesh Chandra Dey Sarkar
purchased 8.20 acre of land by virtue of a registered
Deed of Sale dated 7.9.1956 and the said deed was duly



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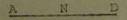
registered in the Office of the Sadar Joint Sub-Registrar, Jalpaiguri in Book No. I, Volume No. 12, Pages 29 to 31 being no. 819 for the year 1956.

A N D

MHERE'S, the aforesaid Ramendra Chandra Dey Sarkar purchased 2.73 acre of land in his name and Nagendra Chandra Dey Sarkar Hwijendra Chandra Dey Sarkar purchased 8.20 acre of land in their names but for all intent and purposes those properties were purchased out of their common fund and those are joint properties and they were holding occupying and possessing the said land jointly.

A N D

WHEREAS, the said Ramendra Chandra Dey Sarkar, sri Nagendra Chandra Dey Sarkar, Sri Dwijendra Chandra Dey Sarkar and sri Khagendra Chandra Dey Sarkar were experiencing difficulties to use and occupy the said property jointly.



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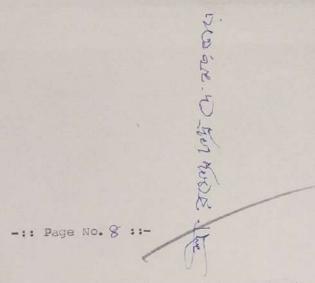




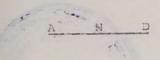
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WHEREAS, they made amicable partition amongst themselves by executing a Deed of Partition dated 5th June, 1970 and the said Deed was duly registered in the Office of the District Sub-Registrar, Jalpaiguri being document no.3917 for the year 1970.



WHEREAS, by virtue of the aforesaid Deed of Partition, the Vendor became the owner of the land as fully described in the Schedule 'Ka' of the aforesaid Deed of Partition dated 5.6.70 including the land described in the Schedule 'A' below.

A N D

WHEREAS, the Vendor being in need of money decided and agreed to sell 33 Kathas 15 Chhataks and 41 Sq.Ft. of land as fully described in the Schedule 'A' below and accordingly was in search of a suitable purchaser.

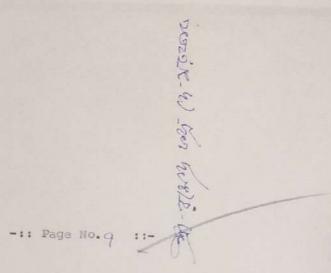


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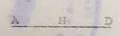




Rajgard. Dr. Jalpalguri



WHEREAS, the Purchaser finding the land suitable decided and agreed to purchase the land as fully described in the Schedule 'B' below out of the land as fully described in the Schedule 'A' below and requested the Vendor to sell the said 'B' Schedule land to the Purchaser for a total consideration of Es.4,90,000/- (Rupaes Four lakh ninety thousand) only and free from all encumbrances whatsoever.

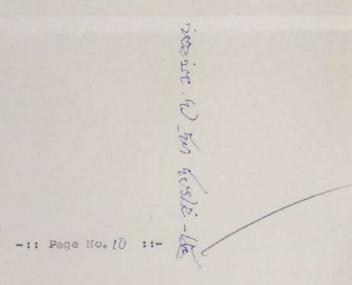


WHEREAS, the Vendor accepted the price so offered by the Purchaser as fair and reasonable and highest available in the market and agreed to sell the said land as fully described in the Schedule 'B' below to the Purchaser for a total consideration of 8.4,90,000/- (Rupees Four Lakh ninety thousand) only and free from all encumbrances whatsoever.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid offer and acceptance and in consideration of 18.4,90,000/- (Rupees Four Lakh ninety thousand) only paid by the Purchaser to the Vendor by an Account Payee Cheque, the receipt whereof the Vendor doth hereby fully admit



Sub Registrar Rejgarij, Dt. Jalpaiguri



and acknowledge and grant full discharge from the payment thereof, the Vendor doth hereby grant, convey, transfer and assign unto and in favour of the Purchaser the land described in the Schedule 'B' below and make over possession thereof to the Purchaser, together with all rights, liberties, privileges, easements, appendices and appurtenances belonging to or in any way appertaining to the said property hereby transferred, expressed or intended so to be TO HAVE AND TO HOLD the same with all facilities subject to the payment of rent and taxes payable to the State of West Bengal.



AND THE VENDOR doth hereby covenanted with the Purchaser that the right, title and interest which the Vendor professes to transfer the property transferred, expressed or intended so to be and in favour of the Purchaser in the manner as aforesaid and the Vendor or any person claiming under him shall and will from time to time and at all times hereafter at the request and cost of the Purchaser shall execute all such acts, deeds and things whatsoever for further and more effectively assuring the enjoyment and possessing of the Purchaser thereof and therein as shall and may be required.



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IT IS FURTHER COVENANTED by the Vendor that there exists no charge, attachment, mortgage or any other encumbrances whatsoever in the 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 be dealt with accordance to law and shall be liable to compensate the Purchaser for any loss or injury that the Purchaser may sustain in consequence thereof.

D

done or suffered to be done by the Vendor with respect to his right in the said land hereby transferred, expressed or intended so to be by these presents, the Purchaser is deprived of possession or enjoyment of the right in the land conveyed or expressed or intended so to be or any part thereof, the Vendor shall be liable to be dealt with according to law and to return the Purchaser the full or proportionate part of the consideration money as the case may be and shall be liable for adequate compensation for any loss or injury attended thereto to be sustained by the Purchaser.



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Vendor has not entered into any binding contract with any other person whatsoever to sell or to transfer otherwise any interest or right in the land as fully described inthe Schedule 'B' below and that there subsists no such contract of sale at the date or time of these presents and in the event of discovery of any such contract of sale or transfer with respect of the land hereby transferred or any part thereof existing at the date of these presents or if any of the recitals made herein by the Vendor is proved to be false, the Vendor shall be liable to compensate adequately to the Purchaser for the loss or injury to be sustained by the Purchaser in consequence thereof.

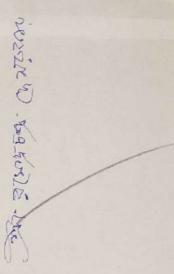


SCHEDULE- "A"

All that piece or parcel of homestead land measuring 33 (thirty three) Kathas 15(fifteen) Chhataks 41(forty one) square Feet or .56 acre appertaining to part of Plot No. 478, recorded under Khatian No.623(Hal), Pargana: Baikunthapur, Mouza: Dabgram, J.L.No.2, Sheet No.8, Post Office and Police Station: Bhaktinagar, Sub-Division and District: Jalpaiguri. The said land is shown in the map annexed herewith and demarcated by green boundary lines.



Sub-Registrar Rejgani Di Jalpalguri



-:: Page No. /3::-

The said land is butted and bounded as follows :-

North : House of Kartick Dutta, Mohit Pal & others.

South : Land of Madanlal Agarwala.

East : Land of the Vendor.

West : Land of Madanlal Agarwala.

SCHEDULE - "B"

All that piece or parcel of homestead land measuring 6(Six) Kathas 12(twelve) Chhataks 35.2(thirty five point two) Sq. Feet, appertaining to part of Plot No.478, recorded under Khatian No.623(Hal) of Mouza: Dabgram, J.L.No.2, Sheet No. 8, Pargana: Baikunthapur, Post Office and Police Station-Bhaktinagar, Sub-Division and District: Jalpaiguri, Sub-Registry Office: Rajganj being a portion of the land as described in the Schedule 'A' above.

The land hereby sold is butted and bounded as follows:-

North : House of Kartick Dutta, Mohit Pal & Others.

south : Land of Madanlal Agarwala.

East : Land of the Vendor.

West : Land of the Vendor then land of Madanlal Agarwala.

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Sub-Registrat
Rejgeni Di Jelpeiguri

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The land hereby sold is shown in the Map/Plan annexed herewith and delineated with Red Border Lines which do made part of these presentes.

The proportionate rent payable to the State of West Bengal is Rs. . There is no co-sharer.

IN WITNESS WHEREOF the Vendor hereof doth hereunto set his hand on the day, month and year first above written.

WITNESSES :

21-21863 EA (3) XESON

SIGNATURE OF THE VENDOR

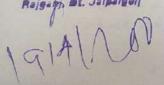
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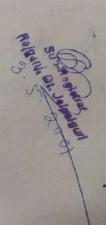
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ENROLMENT NO. F/120/117/92



Sub-Registrat
Rejgani Bt. Jelpeigul







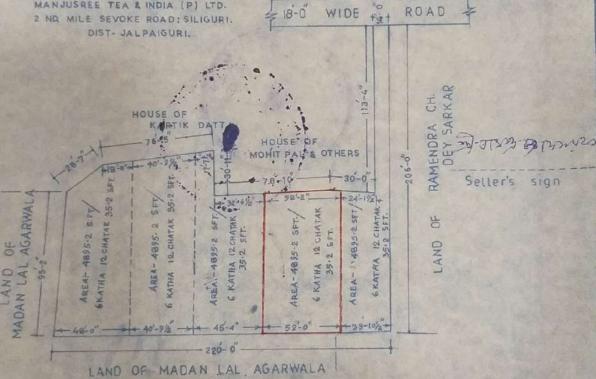


SITE PLAN SHOWING THE LAND OF SRI. RAMENDRA CHANDRA DEY SARKAR, S/O. LATE RAMESH CH DEY SARKAR; UNDER MOUZA-DABGRAM. J.L. NO-2, SHEET NO-8, KHATIAN NO-623(HAL), PLOT NO-478 (P). PS-BHAKTINAGAR; DIST .- JALPAIGURI.

ROAD

NAME OF PURCHASER :

MANJUSREE TEA & INDIA (P) LTD. 2 NO MILE SEVOKE ROAD: SILIGURI.



SITE PLAN: SCALE = 1=50-0"

SOLD LAND SHOWN THUS

Prepared By ~

ASKOR Kr. DOOM ASHOK KR. BASAK

SURVEYOR

