





AREA

4(FOUR) KATHAS TOGETHER WITH PUCCA HOUSE STANDING THEREON

KHATIAN NO. C.S. PLOT NO. MOUZA PARGANA S. R. OFFICE POLICE STATION DISTRICT CONSIDERATION " 701/2 (SEVEN ZERO ONE BY TWO)

563 (FIVE SIX THREE)

: BAIKUNTHAPUR

: RAJGANJ

: BHAKTINAGAR

: JALPAIGURI ....

(Rupees Eight Lacs Fifty Thousand omly)

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SMT. MANJU BAJAJ wife of Sri Mohan Bajaj, by religion Hindu, by occupation House Wife, resident of P.S. Road, Gangtok, Sikkim, hereinafter called the SELLER/VENDOR (which expression shall unless excluded by or repugnant to the context be deemed to unless excluded by or repugnant to the context be deemed to include her heirs, successors, executors, administrators, representatives and assigns) of the ONE PART.

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AND

PRAKASH ENDEAVOURS PRIVATE LIMITED, a Private Limited Company, having its Registered Office at 2nd Mile, Sevoke Road, Silliguri in the State of West Bengal, bearing Registration No. U-45201 WB 2003 PTC 0 95769 represented by one of its Directors, at Manoj Kumar Jain, son of Sri Darshanlal Jain, at present residing at Sevoke Road, P.O. & P.S. Siliguri, Dist Darjeeling hereinafter called the PURCHASER/VENDEE (which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, successors in office, representatives, administrators and assigns) of the SECOND PART

WHEREAS the Vendor abovenamed acquired a Plot of land measuring 4 (Four) Kathas appertaining to Khatian No.701/2, Plot No.563, Mouza-Dabgram, Sheet No.8, Pargana-Baikunthapur, P.S. Bhaktina-gar, Dist. Jalpaiguri, by way of purchase from one Srii Manbahadur Bishwakarma, son of Late Jeetman Bishwakarma, resident of Dabgram, P.S. Rajganj (Now Bhaktinagar), Dist. Jalpaiguri, by virtue of a Deed of Conveyance being Deed No.I-1179, recorded in Book No.1, Volume No.11 pages 105 to 114 being Document No.1179 for the year 1989 registered at the office of 2nd Sadar Joint Sub-Registrar of Jalpaiguri at Rajganj on 10-03-1989.

AND WHEREAS being owner in such possession the Vendor abovenamed got a Building Plan approved Vide Plan No.4707 dated 17-03-1995 from Siliguri Municipal Corporation and constructed a residential bunglow on the said land in accordance with the said Building Plan.

AND WHEREAS the Vendor abovenamed in the manner aforesaid became the sole, exclusive and absolute owner of the said plot of land together with said residential bunglow having permanent, transferable and heritable right title and interest therein and is enjoying and possessing the said landed property openly, freely and adversely without any interruption from anyone whatsoever. The Plot of land and residential bunglow standing thereon are more fully described in Schedule hereto.

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AND WHEREAS the abovenamed owner of Scheduled landed property, the Vendor of these presents being in need of money for some other developmental purposes decided and agreed to sell the Scheduled landed property and accordingly was in search of a suitable buyer.

AND WHEREAS the Purchaser of these presents finding the plot of land suitable for his business purposes decided and agreed to purchase the said Scheduled landed property as fully described in the Schedule below and requested the Vendor to sell the said landed property for a valuable consideration of Rs.8,50,000.00 (Rupees Eight Lacs fifty thousand only).

AND WEREAS the Vendor finding the price offered by the Purchaser to be highest prevailing in the market agreed to sell said landed property fully described in the schedule below for the sum of Rs. 8.50,000.00 (Rupees Eight Lacs fifty thousand only) free from all encumbrances and charges whatsoever unto the Purchaser and the said landed property is transferred in the manner as appearing beheitster.

NOW THIS INDENTURE WITNESSETH THOY in pursuance of the aforesaid offer and acceptance and in consideration of Rs.8,50,000.00 (Rupees Eight Lacs fifty thousand only) paid by the Purchaser to the Vendor, the receipt whereof the Vendor doth hereby fully admit 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 er, the landed property described in the Schedule below and make over Khas and physical possession thereof to the Purchaser with all right, liberties, privileges, easements, appendices and appurtenances belonging to or in any way appertaining to the said landed property hereby transferred, expressed intended so to be TO HAVE AND TO HOLD the same subject to the payment of rent and taxes payable to the State of West Bengal.

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AND THE VENDOR doth hereby covenant with the purchaser that the right, title and interest which the Vendor professes to transfer subsists and Vendor have full authority to transfer the said landed property hereby transferred, expressed or intended so to be in favour of the Purchaser in the manner aforesaid and the Vendor or any persons claiming under her shall 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 possession of the Purchaser thereof and therein as shall be required.

IT IS FURTHER COVENANTED by the Vendor that there exists no charge, attachment, mortgage or any other encumbrances whatsoever in the landed property hereby transferred, expressed or intended so to be or any part thereof on 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 may sustain in consequence thereof.

IF FOR ANY DEFECT in the will for for any act done or suffered to be done by the Vender with respect to the right in the said landed property hereby transferred expressed or intended so to be by these presents, the Purchase is deprived of possession or enjoyment of the right in the property 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 return to the Purchaser the full/proportionate part of the consideration money as the case may be and shall be liable for adequate compensation for any loss or injury attended therein to be sustained by the Purchaser.

IT IS FURTHER DECLARED by the Vendor that the Vendor have not entered into any binding contract with any other person whatsoever to sell or to transfer or otherwise any interest or right in the landed property described in the schedule 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 landed property 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.

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## SCHEDULE OF LAND

ALL THAT PIECE OR PARCEL of homestead land measuring more or less 4(Four) Kathas appertaining to Khatian Nos.701/2, Plot No.563, Sheet No.8(Eight)(Hal) in Mouza-Dabgram, within Ward No.41(Forty One) of Siliguri Municipal Corporation, Pargana- Baikunthapur, Police Station-Bhaktinagar, Sub-Registry Office-Rajganj, District-Jalpaiguri in the State of West Bengal TOGETHER with a Residential Bunglow/House bearing SMC Holding No.2113 standing thereon.

## The Scheduled land is butted and bounded as follows:-

NORTH : BY LAND OF VENDOR SOLD TODAY TO PURCHASER

SOUTH : BY SOLD LAND OF LACHIN LAL RASAILI

EAST : BY 24 FEET WIDE ANCHAL ROAD

WEST : BY LAND OF VENDOR SOLD TODAY TO PURCHASER

IN WITNESSES WHEREOF the Vendor pool health and conscious mind, has set and subscribed her hand on this Dead of Conveyance on the day, month and year first above written.

## WITNESSES:

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P.S. Road

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

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Drafted, read over and explained by me, and computer typed in my Chamber.

Umadri Mohamba.

(HIMADRI MOHANTA) ENR.NO.F/1046/1108/02 ADVOCATE - SILIGURI

