

A. J. STAMP 4. Ca 326 - deled 05-3-93 Suliguri Agarwale. Suliguri (h. five hundred) and sul Rousining on the Mill day of Mills 1998 Anita Das. a Rajgani Sub-Registry Office Sabitriden Khang taken by me Shova Lana Sorbitrei Deri Warega, the sevene 2000. Sabitri dei Khonga In attomochoid Braince. Jaken by me Sherva down ava fama Shora Lama

200Rs.



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This Indenture made on the 12th day of March, 1993.

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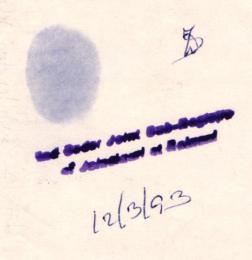


A. J. STAMP

327 - 05-3-93 Champa Seri Agarevale

Total: h. 560/s+B, 200/= Bs. 700/s (Bo Seven hundred) andy.







Page-3.

BETWEEN

SMT.CHAMPA DEVI AGARWALA, wife of Sri.Kishan lal Agarwala, by religion Hindu, by occupation Housewife, resident of Dangipara, Siliguri, P.O. & P.S. Siliguri, Dist.Darjeeling, hereinafter called the "PURCHASER" (which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, successors, legal - representatives, administrators and assigns) of the ONE - PART.

AND

SMT.SABITRI DEVI KHARGA, Wife of Late Dal Bahadur Kharga, by religion Hindu, by occupation Household business, resident of 2½-Mile, Sevoke Road, P.S.Bhaktinagar, Dist.Jalpaiguri, hereinafter called the "VENDOR" (which expression - shall mean and include unless excluded by or repugnant to the context her heirs, executors, successors, legal - representatives, administrators and assigns) of the OTHER PART.

Sign Jan.

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whereas the Vendor hereof became the absolute owner and entered in actual khas and physical possession of Homestead land measuring 0.04125-zero point zero four one two five acre equal to 2(two) kathas 8(eight) chhataks as fully described in the SCHEDULE appended below(hereinafter referred to as "BELOW SCHEDULED LAND" for the sake of brevity) by virtue of a Deed of Partition executed by the vendor and Smt.Chandrika Kharga, Smt.Sushila Chandak and Sri.Madhu Prasad Sharma,

on 04.05.1992 and registered in the office of the District

Sub-Registrar, Jalpaiguri, being document No. 2865-for the

AND

year 1992.

whereas vendor hereof, being in need of money for her various developmental plans and Schemes, has offered for sale her said below scheduled land, disclosing the aforesaid facts relating thereto and declaring the same free from all encumbrances and charges whatsoever.

AND

whereas the purchaser hereof, relying on the aforesaid statements of the vendor, has agreed to purchase the said below scheduled land of the vendor at or for the price of Rs. 7,000/00(Rupees Seven thousand) only free from all encumbrances and charges whatsoever.

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whereas the vendor, considering the price so offered by
the purchaser as fair, reasonable and highest in the prevailin
market, has also finally agreed to sell her said belowscheduled land to the purchaser at or for the price of ---

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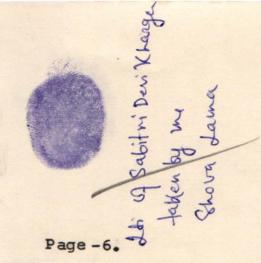
Page -5.

Rs.7,000/00(Rupees Seven thousand) 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. 7,000/00(Rupees Seven thousand) only paid by the purchaser this day to the vendor in cash(the receipt whereof the vendor does hereby acknowledge as having received and the vendor also grants full discharge to the purchaser from the payment thereof) the vendor DOTH hereby convey, assign, sell and transfer her said below scheduled land together with all her right, title, interest, 'hereditaments, liberties, easements, trees and fences etc. whatsoever in any way belonging to or reputed to belong therewith and makes over possession thereof unto and in favour of the purchaser absolutely and for ever TO HAVE AND TO HOLD the same by the purchaser as absolute owner thereof, peaceably and quietly, with permanent, heritable and transferrable right, title and interest and without any claim, objection, interference or interruption from the vendor or any other persons or person claiming under her, subject to the payment of land revenue and other taxes to the superior landlord -now the Govt. of West Bengal.

The vendor declares that the interest which she professes to transfer hereby subsists as on the date of these presents, and that the vendor has not previously sold, transferred, mortgaged, contracted for sale or otherwise the said belowscheduled land to or with any other person or party, and that the land hereby transferred, expressed or intended so to be suffers from no defect of title, and that the recitals made hereinabove -are all true, and in the event of any contrary is proved, the vendor shall be liable to be dealt with according

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to law and shall also be liable to make good the loss or injury which the purchaser may suffer or sustain resulting therefrom.

The vendor further covenants with the purchaser that if for any defect of title of the said below scheduled land or for any act done or suffered to be done by the vendor, the purchaser be deprived of ownership or of possession of the said below scheduled land or any part thereof in future, then the vendor shall forthwith return to the purchaser the full or proportionate part of the consideration money as the case may be together with an interest at the rate of suffifteen percent per annum from the date of such deprivation of ownership or of possession, and the vendor shall further pay adequate compensation to the purchaser for any other loss or injury which the purchaser may suffer or sustain in acconsequence thereof.

: SCHEDULE OF THE LAND :

ALL THAT PIECE OR PARCEL of Homestead land measuring 0.04125-zero point zero four one two five acre or 2(two)kathas
8(eight)chhataks of Plot No.80(eighty), Sheet No.7(old), New
8, recorded in Sabek Khatian No.71(seventy one), R.S./Hal Khatian No.90/1(ninety by one), of Mouza -Dabgram, J.L. Number
2, within the jurisdiction of Police Station -Rajganj, SubDivision and Sub-Registry Office -Jalpaiguri, Paragana Baikunthapur, Touzi No.3, Dist.Jalpaiguri, is sold by this Deed
of Sale(Conveyance).

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The said land is butted and bounded as follows:-

By the North: Land of Sri.Bhabani Chhetri;

By the South: Land of Ganesh Saw Mill;

By the East : Land of Smt.Chandrika Kharga ;

By the West: Land of Sri.Sanjay Kumar Agarwala purchased from

Smt.Sushila Chandak & others.

The said bounded land is shown and delineated by Letter
'A' quotted with RED Border lines in the map or plan annexed
herewith forming part of these presents.

Yearly rent for the land measuring 0.50-acre is Rs.0/50-paisa and Proportionate yearly rent for the land hereby sold is Rs.0/05-five paisa -now payable to the superior landlord - the Govt. of West Bengal.

IN WITNESS WHEREOF the vendor, in good health and conscious mind, has set and subscribed her hand on this Deed of Sale on the day, month and year first above written.

Witnesses:-

Shora Lamer Daughter of Prem Singh Sevoke Road, 2 miles. Drafted, read over and explained by me and typed in my chamber.

(Sisir Kumar Das),
Advocate, Siliguri,
Hakimpara(East), Siliguri,
Regn.No.W.B./352/1988.

Sushila Cheudake
Wige of Arun Cheudak
Sevoke Road 23 mile