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12.3.33

DEED OF SALE ( CONVEYANCE)

With respect to : Homestead land 0.04125-acre.

Price Rs. 7,000/-

Mouza Dabgram, J.L.No.2,

P.S.Rajganj.

Don Day, 518.

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A. J. STAMP 4. 328 - deted 05.3-93 Siliguri Agarwala 500/- Hive hundred July sted for Registration of ..... 00 the 21 day 2101 100 Anita Das of the Rejponj Sub-Registry Office
by Sail Landleine Majer chandrakala kharga byo and to Brown section in the Time William Actions of Community the same of the sa 養育者 於 Sont. alandreiso, starga. alies Chandreamala Marega. Story Day Barady Marga. 25 Mile, Cevore 2000, chendrika kharga or mattered man metopose hold Brainese of churchald kharga John Chora fama. - Roew Shah, Sevone Stood, 2 Miles. Shava Lama Andrew Contraction Character Charact



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

Moon Day.

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329- dated 05-3-93

Total: R. 500/-+ Ro 200/= b. 700/s (b. Seven hundred) only
Anita Das.



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chardrika Kharga

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## 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 répresentatives, administrators and assigns) of the ONE PART.

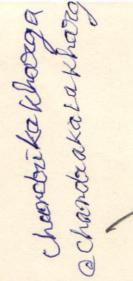
## A N D

A@CHANDRAKALA KHARGA,

SMT.CHANDRIKA 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 "V E N D O R" - (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.

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## Page 4.

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) kattas 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.Sabitri Devi 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 -year 1992.

## AND

WHEREAS the 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.

## A N D

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/-(Rs.Seven thousand) only free from all encumbrances and charges whatsoever.

## AND

WHEREAS the Vendor hereof considering the priceso offered by the purchaser as fair, reasonable and highest in the prevail ing market, has also finally agreed to sell her said below -

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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/-(Rs. 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 person or persons 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 below-

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scheduled 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 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 covenant 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 rupees fifteen 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 - consequence 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), 8(new)
recorded in Sabek Khatian No.71(seventy one), R.S./Hal Khatian
No.90/1(ninety by one), of Mouza -Dabgram, J.L.No.2, within the

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jurisdiction of Police Station -Rajganj, Sub-Division and Sub-Registry Office -Jalpaiguri, Paragana -Baikunthapur, Touzi Number 3, Dist. Jalpaiguri, is sold by this Deed of Sale (Conveyance).

# 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.Sushila Chandak ;

By the West : Land of Smt.Sabitri Devi Kharga.

The said bounded land is shown and delineated by Letter 'B' 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-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:-

De Soura Laura

doughter of Premsingh Sovolle Road 2 miles -

Sushite Chandak wife of Arm Chandah Seroke Road 21 mile Drafted, read over and explained by me and typed in my chamber.

(Sisir Kumar Das),
Advocate, Siliguri,
Hakimpara(East), Siliguri,
Regn. No.W.B./352/88.