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The sales

AREA OF LAND: Undivided 1/4th share of .955 acre.

KHATIAN NO. : 805.

 PLOT NO.
 34 and 35.

 J.L. NO.
 02 (Two).

 SHEET NO.
 09 (Nine).

 MOUZA
 DABGRAM.

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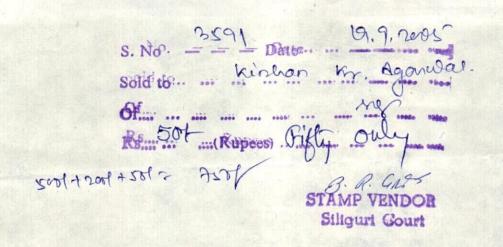
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BETWEEN BOOM BOOM

SMT. KIRAN DEVI AGARWAL Wife of Sri Kishan Kumar Agarwala, by Caste Hindu, by Occupation Business resident of Sevoke Road, Siliguri, Post Office, Police Station, Sub-Division and Additional District Sub-Registrar office Siliguri, District Darjeeling in the State of West Bengal hereinafter called the "DONOR" (which expression shall mean and include unless excluded by or repugnant to the Contexts her heirs, executors, successors, administrators, legal representatives and assigns) of the ONE PART.



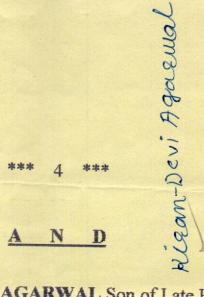
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Addl. Dist. Sub-Regis Raigani, Jalpaigari



SRI KISHAN KUMAR AGARWAL Son of Late Baldeo Das Agarwal by Caste Hindu, by Occupation Business resident of Sevoke Road, Siliguri, Post Office, Police Station, Sub-Division and Additional District Sub Registrar office Siliguri, District Darjeeling in the State of West Bengal hereinafter called the "DONEE" (which expression shall mean and include unless excluded by or repugnant to the Context his heirs, executors, successors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS the Donor has purchased landed property measuring .995(Decimal Nine Five Five) acre vide registered Sale Deed No.I-3093 dated 19.09.2000 registered at the office of the Sub Registrar, Rajganj recorded in Book No. I, Volume No.38, Pages 33 to 42 for the year 2000 alongwith Sri Kishan Kumar Agarwal, Sri Hari Kishan Agarwal and Smt. Bindu Agarwal and after the date of such purchase Donor becomes the owner of undivided 1/4th share in the aforesaid landed property possessing and enjoying the same having permanent, heritable and transferable right, title and interest therein free from all encumbrances whatsoever.

#### A N D

WHEREAS the Donor being co-owner in the aforesaid landed property measuring .955 (Decimal nine five five) acre as fully described in the schedule below is possessing and enjoying the same in her actual khas and physical possession having permanent heritable and transferable right title and interest therein and enjoying the same free from all encumbrances whatsoever without any interruption from anybody.

# A N D

WHEREAS the Donee is husband of the Donor and has great love and affection for the Donee and the Donor is very much willing to bestow her undivided 1/4th share in the landed property measuring .955 (Decimal nine five five) acre in favour of the Donor for future provisions.

### A N D

WHEREAS the Donor has decided to bestow her undivided ¼th share in the landed property measuring .955(Decimal nine five five) acre in favour of the Donee out of her natural love and affection and the same is hereby made in the manner as here-in-after appearing.

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### NOW THIS DEED OF GIFT WITNESSETH AS FOLLOWS :-

- 1. That in pursuance of aforesaid intention and in consideration of natural love and affection, the Donor does hereby bestow upon the Donee out of her own free will, without any coercion, undue influence from anybody whomsoever and in full possession of the senses her undivided one forth share in the landed property measuring .955 (Decimal nine five five) acre as fully described in the schedule below and make over possession thereof to the Donee together with all rights liberties, privileges, easements, appendices and appurtenances thereto TO HAVE AND TO HOLD the same absolutely and for ever subject to the payment of rent to the superior landlord the Government of the State of West Bengal.
- 2. That the Donor does hereby declare that the Donee shall be the absolute owner of the aforesaid landed property from the date of these presents and the Donor ceases to have any interest therein and neither the Donor nor any of her heirs, successors or legal representatives shall henceforth have any right, title and interest in the aforesaid landed property as fully described in the schedule below.
- 3. That the Donor does hereby further declare that neither she entered in to any agreement with anyone else to sell the gifted property nor there exist any charge, mortgage, attachments or any other encumbrance on the property hereby gifted or any part thereof at the date of these presents.
- 4. That the Donor further undertakes to take all actions and to execute all documents required for fully assuring/right, title and interest of the Donee in the property hereby gifted at the cost of the Donee.
- 5. That the Donor has given physical possession of the aforesaid landed property to the Donee who shall enter into the said landed property hereby gifted and enjoy the same peacefully without interruption and disturbance of the Donor or anybody claiming through them.
- That the Donee has accepted the below schedule gifted property of the Donor and has put his signature herein below in confirmation of the same.
- 7. That the present market value of the gifted property is consolidately valued at Rs. 1,50,000/- (Rupees one lac fifty thousand) only for the purpose of stamp duty and the same has been paid accordingly.

# SCHEDULE OF THE LAND

All that undivided 1/4th share of the vacant land measuring .955(Decimal nine five five) acre be the same a little more or less the proportionate rent of which is payable to the superior landlord the Government of West Bengal recorded in Khatian No. 805, being part of C.S. Plot No. 34 and 35 situated within the Mouza Dabgram, Pargana Baikunthapur, J.L. No. 02, Sheet No. 09, Police Station Bhaktinagar, Sub Registrar Office Rajganj, District Jalpaiguri in the State of West Bengal. The said property is butted and bounded as follows:-

NORTH: Land of Sri Sambhu Dayal Agarwala and Others.

SOUTH: Part of Plot No. 471.

EAST : Wide Road.

WEST : Pipe Line.

IN WITNESS WHEREOF the Donor and the Donee have hereunto put their respective hands on this the day, month and year first above written.

#### WITNESSES :-

1. San on Asonal Slo Sni Rambheget Agent Nehm Road, Siligun

2. / Rawan Kr Agarwal 510- Sri Kishan Kn Agarwal Seroke Road- Siliguri -

SIGNATURE OF DONOR

Accepted by me:

KISHAN KUMEN Agerulal
SIGNATURE OF DONEE

Drafted, read over and explained by me,

(ASHOK GOYAL) Advocate, Siliguri WB/624/1989.

# EXECUTANT SHEET

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Kizen-Devi Agazwal

Rirem-Dovi Agarma

Signature with Date (Presentant)

PHOTO Full Signature of the person	Left Hand	near the second		
	Right Hand			

CLAIMANTSHEET

Signature with Date

Left Hand			
Right Hand			

Kishan Kumar Agarmay

Kishay Kuras Agarwa Signature with Date

	Left			
PHOTO Full Signature of the person	Hand			
	Right Hand			

Signature of Witness

Signature of R. O.

Signature with Date