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THIS INDENTURE is made this the 7 m day of December, 1991.

BETWEEN



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SRI PAWAN KUMAR AGARWAL S/O Sri Jiwan Ram Agarwal, residing at Burdwan Road, Siliguri, Post office & Police Station Siliguri, District Darjeeling - represented by his constituted Attorney Sri Raj Kumar Agarwal S/O Sri Jiwan Ram Agarwal, resident of Burdwan Road, Siliguri, P.O. & P.S.Siliguri, Dist.Darjeeling. The said General Power of Attorney was authenticated by the Sub-Registrar Office Siliguri under record No. 179 dt.14.8.90 - hereinafter called the **VENDOR** (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, administrators, representatives and assigns) of the ONE PART.

AND

SRI OMPRAKASH AGARWAL S/O Sri Puran Chand Agarwal, residing at Sevoke Road, Siliguri, Post office & Police Station Siliguri, District Darjeeling - hereinafter called the " VENDEE " (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, administrators representatives and assigns) of the OTHER PART.

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WHEREAS the Vendor was the absolute owner-in-possession of the land measuring .33 decimals or more or less about 20 (twenty)kattas of land by virtue of a Deed of Conveyance executed by Sri Santosh Kumar Pradhan S/O Sri Krishna Prasad Pradhan vide Deed No. I 1313 dt. 11.5.83 and registered in the office of the Sub-Registrar at Jalpaiguri and recorded in Book No. I, Volume No. 18, Pages 8 to 13 for the year 1983 and thereafter the Vendor sold his land and thereafter the Vendor sold his land measuring 6 (six) kattas 8 (eight) chhataks to Smt. Pushpa Devi Agarwal vide Deed No. 5721 dt. 7.12.9; out of his aforesaid total land measuring .33 decimals or 20 kattas.

AND

WHEREAS the said Vendor had left about one kattas around the land sold by virtue of these presents.

AND

WHEREAS the Vendor is now the absolute and exclusive owner-in-possession of the land measuring more or less 12 kattas 8 chhataks situated within Mouza Dabgram, Pargana Baikunthapur, Police Station Rajganj, District Jalpaiguri since the date of the aforesaid purchase the Vendor has become the absolute owner and the Vendor has been in constinous and uninterrupted possession of the land measuring total 12 kattas 8 chhataks and the Vendor has an absolute permanent, marketable right, title and interest in the said land.

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WHEREAS the Vendor now being in need of fund has offered for sale all the piece or parcel of the said land measuring 12 kattas 8 chhataks more particularly described in the schedule below and as delineated and by red marked 'C' in the plan annexed herewith.

AN D

WHEREAS the Vendee has accepted the said offer and has agreed to purchase the said land measuring 12 kattas 8 chhataks acre and more particularly described in schedule below and as delineated in red and marked 'C' in the plan annexed herewith for Rs.25,000/-(Rupees twenty five thousand) only free from all encumbrances whatsoever.

AND

WHEREAS the Vendor has accepted the price so offered by the Vendee as fair and reasonable and has agreed to sell the said land measuring 12 kattas 8 chhattaks and more particularly described in the scuedule below for Rs.25,000/-(Rupees twenty five thousand) only free from all encumbrances whatsoever.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said offer and acceptance and also in consideration of Rs.25,000/-(Rupees twenty five thousand)only paid by the Vendee to the Vendor by cheque No.49937 dt. 4.12.91 on Bank of India, Sevoke Road, Siliguri the receipt whereof

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of the Vendor do hereby acknowledge and grant full discharge to the Vendee from the payment thereof) the Vendor does hereby grant, convey assign, and transfer unto the Vendee the land described in the schedule below and make over possession thereof to the Vendee with all rights, privilages, assessments, appendices, appertenances belonging to in any way appertaining to an the said properties as absolute estate, right, title and interest unto and upon the property hereby conveyed, expressed or intended so to be TO HAVE AND TO HOLD the same subject to the payment of rent payable to the State of West Bengal. AND the Vendor does hereby covenant with the Vendee that the right and interest which the Vendor does hereby transfer subsists and interest which the Vendor has good power and full authority to transfer the property hereby conveyed, expressed or intended so to be unto the Vendee in the manner aforesaid.

THE VENDOR further declares that he or any person claiming under him shall and will from time to time and at all times at the request and cost of the purchaser execute all such acts, deeds and things whatsoever for the further or more effectually assuring the enjoyment and possession of the Purchaser thereof and therein as shall and may be required.

THE VENDOR further declares that there exists no charge, mortgage attachment or any other encumbrances whatsoever upon the property hereby transferred, expressed or intended

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so to be or any part thereof at the date of these presents and in the event of discovery of any charge, mortgage, attachment or any other encumbrances whatsoever, the Vendor shall be liable to compensate the purchaser for the loss that the purchaser may sustain in consequence thereof.

THE VENDOR further declare that if for any defect of title or for any act done or suffered to be done by them in any way with respect to the property hereby conveyed expressed or intended so to be by these presents thet purchaser is deprived of possession or enjoyment of any part thereof, the Vendor shall be liable to refund to the Purchaser full or proportionate part of the consideration money as the case may be, together with interest at the rate of Rs.3/-(Rupees three) only percent per month from the date of deprivation or dispossession.

THE VENDOR also declare that the Vendor has not transferred or entered into any binding contract with other person to sell or to transfer otherwise the property hereby conveyed by these presents of any part thereof and there exists no such contract at the date of these presents and that if any of the recitals made herein are proved to be false the Vendor shall be liable to indemnify the Vendee adequately for the loss or injury to be sustained by the Purchaser in consequence thereof.

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SCHEDULE

All that piece or parcel of land measuring 12(one two) kattas 8(eight) chhataks of land and as delineated in the plan annexed herewith and marked 'C' having Plot No.268(two six eight), recorded in Khatian No.556 (five five six), J.1.No.2(two), within the Mouza Dabgram, P.O.Sevoke Road, Siliguri, P.S.Rajganj, Dt. Jalpaiguri, Sub-division & Sub-registry office Jalpaiguri under the jurisdiction appertaining to Pargana Baikunthapur, and the said land marked 'C' and delineated in red border in the map annexure herewith.

The aforesaid land is bounded and butted as follows :-

North :- Land of Plot No. 226, 269, 271 8 270,

South :- 20' wide road,

East :- Rest land of Plot No. 268,

West :- Smt. Pushpa Devi Agarwal.

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IN WITNESS WHEREOF the Vendor do hereby unto set # his hand on the day, month and year first above written. 1. Gijush Cardi Louras Drafted by me and typedo in my office: 2. Bemal Chandru Ghurh (G. S. Agarwal)

Haider Para Advocate, Siliguri.

Fulprisquers = 7 1974/1980 % Advocate, Siliguri.

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