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Homestead land :

Area: 1 katha :

or 0.017 acre. :

Price: Rs.8000/-

P.S. Siliguri. :

SBP., Kolk

DEED OF SALE

This Indenture is made on this the 3rd December, 1984.
One thousand nine hundred eighty four.

BETWEEN

SRI ARBIND KUMAR SINGH, son of SRI KAMTA NATH SINGH, Hindu by faith, business by occupation, resident of Gurung Busti, Siliguri, P.S. Siliguri, District Darjeeling-hereinafter called the <u>PURCHASER</u> (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, representatives, administrators and assigns) of the One Part.

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SRIMATI MINA DEVI, wife of SRI RAJNANDAN PRASAD,
Hindu by faith, House-wife by occupation, resident of
Pradhan Nagar, Siliguri, P.S. Siliguri, District Darjeeling-hereinafter called the <u>VENDOR</u> (which expression
shall mean and include unless excluded by or repugnant to
the context her heirs, executors, representatives, auministrators and assigns) of the Other Part.

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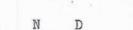
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Whereas the Vendor acquired ownership by purchase to the extent of sixteen annas share of all that piece or parcel of homestead land measuring 1 one katha or 0.017 zero point zero one seven acre from Sri Man Bahadur Dorjee of Gurung Basti, Siliguri, by virtue of a Deed of Sale, registered on 23.5.1984 and registered at the S.R.Office Siliguri in Book No.I, Being No.3393 for the year 1904 and as such from the date of such purchase the Vendor become absolute owner was put into actual khas and physical possession and mutated her name with respect to the said land in the office of the F.L.R.O., Siliguri, Vide Mutation Case No.IX-II/448 of 84-85, dated 9.11.84 and the Vendor had been possessing the said land having permanent heritable and transferrable right, title and interest therein free from all encumbrances whatsoever.



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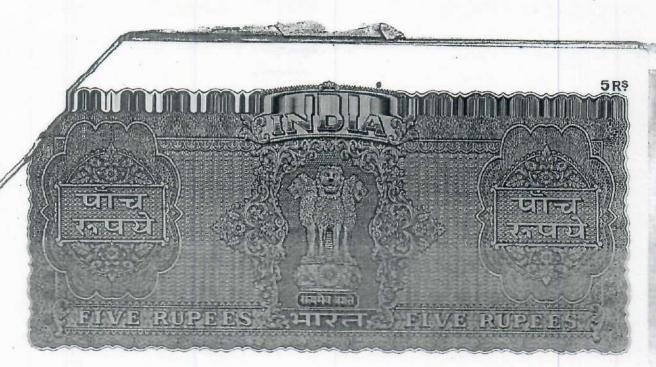


Whereas the Vendor being in need of money has offered for sale her aforesaid land measuring 1 one katha or 0.017 zero point zero one seven acre fully described in the schedule below, free from all encumbrances whatsoever.

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Whereas the Purchaser being in need of a plot of land has agreed to purchase the said land described in the schedule below and has offered a price of the sum of Rs.8000/-(Rupees eight thousand)only, free from all encumbrances whatsoever.

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Whereas the Vendor considering the said price of the sum of Rs.8000/-(Rupees eight thousand)only so offered by the Purchaser as fair, reasonable and highest in view of prevailing market rate of land and has agreed to sell the said below scheduled land unto and in favour of the Purchaser at or for the said price, free from all encumbrances whatsoever and the said land is hereby transferred in the manner as hereinafter appearing:-

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid offer acceptance and also in consideration of the sum of Rs.8000/-(Rupees eight thousand)only, paid in cash to-day by the Purchaser to the Vendor (the receipt whereof the Vendor does hereby acknowledge and grant full discharge to the Purchaser from the payment thereof), the



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Vendor does hereby grant, convey, sell, assign and transfer unto and in favour of the Purchaser the said land described in the scheduled below and make over possession of the same together with all right, title, interest, liberties, easements, privileges, appendices, appurtenances whichever is belonging to or any way appertaining to the said land TO HAVE AND TO HOLD the same absolutely by the Purchaser for ever peaceably and quietly and without any interference or interruption from the Vendor or any person or persons claiming under him, subject to the payment of rent etc. payable to the present superior Land Lord-the Govt. of the State of West Bengal, represented by the J.L.R.O., Siliguri.

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The Vendor does hereby declares that the Vendor has not previously sold, mortgaged, transferred or contracted for sale or otherwise the said below scheduled land or any part thereof and the land hereby demised suffers from no defect of title and in the event of discovery of any contrary is proved, the Vendor shall be liable to be dealt with according to law both Civil and Criminal as the case may be and shall also be liable to pay adequate compensation to the Purchaser.

The Vendor does hereby covenant with the Purchaser that if for any defect of title of the land hereby demised or for any act done or suffered to be done by the Vendor, the Purchaser is deprived of ownership or of possession of the land hereby demised or any part thereof in future, the Vendor shall be liable to return to the Purchaser the full or proportionate part of the said price money as the case may be together with interest at the rate of Rs.18/- per cent per annum from the date of such deprivation of ownership or of possession and the Vendor shall also be liable to pay adequate compensation to the Purchaser for any other loss or injury which the Purchaser may suffer or sustain resulting therefrom.

The Vendor further does hereby declares that the Vendor at the request and cost of the Purchaser do execute all such act, deed or document of the Purchaser if the Purchaser so require in future for peaceful enjoyment and possession of the land hereby sold by the Vendor by these presnts.

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SCHEDULE OF THE LAND HEREBY SOLD :

All that piece or parcel of raiyoti homestead land measuring 1 one katha or 0.017 zero point zero one seven acre, in Plot No.582 five hundred eighty two, Recorded in Khatian No.593 five hundred ninety three, of Mouza-Siliguri, J.L.No. 110 (Hal 88), within the Limits of Siliguri Municipal Ward No.I, within the Jurisdiction of Police Station, Sub-division and Sub-registry office Siliguri, Pargana Baikunthapur, Touzi No.3(Ja), District Darjeeling. The said land is butted and bounded as follows:

North : Land of Sri Arun Kumar Singh (to-day purchase).

South : Land of Sri Hari Bahadur Prodhan.

East : Land of Sri Arun Kumar Singh & others.

West : Road.

Proportionate yearly rent is Rs.1.44 paisa payable to the Govt. of West Bengal.

IN WITNESS WHEREOF THE VENDOR, in good health and conscious mind set and subscribe her hand on the day, month and year first above written.

Witnesses :

Typed by, read over and

explained the contents of

this deed by me to the Vendor.

Manoranjan Roy)

Deed Writer, Siliguri.

L.No.20 of 1984.

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