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Page No.1.

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SILIGURI Sub-Registrar
 SILIGURI Sub-Registrar

11/8/84

52 कनाइल 4/4/84

D E E D O F S A L E

This Indenture is made on this the 11th day of
 September, 1984. One thousand nine hundred
 eighty four.

B E T W E E N

SRIMATI SUNITA DEBI, wife of SRI ARUN KUMAR SINGH,
 Hindu by faith, house wife by occupation, resident
 of Gurung Busti, Siliguri, P.S. Siliguri, Dist. Darjee-
 ling-hereinafter called the PURCHASER (which expres-
 sion shall mean and include unless excluded by or
 repugnant to the context her heirs, executors, repre-
 sentatives, administrators and assigns) of the One
 Part.

Homestead land :
Area: 2 1/2 katha :
or 0.042 acre. :
Price: Rs. 17500/- :
P.S. Siliguri. :

Contd., to., P/2.

200Rs.



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श्री हार्क बाहदुर दार्जे



A N D

SRI HARKA BAHADUR DORJEE, son of LATE PADAM BAHADUR DORJEE, Hindu by faith, Service by occupation, resident of Gurung Busti, Siliguri, P.S. Siliguri, Dist. Darjeeling-hereinafter called the VENDOR (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, representatives, administrators and assigns) of the Other Part.

Contd..to..P/3.

62

30 Rs.



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१९२६ ११/१०/६९

Whereas-Manmaya Damini, wife of late Padam Bahadur Dorjee purchased all that piece or parcel of land measuring .155 acre, from Bishnumaya Gurung and others, by virtue of a registered Deed of Sale Being No.1383, Dated 18.3.1966.

A N D

Whereas after the death of the abovenamed-Manmaya Damini her ownership in the aforesaid land devolved upon her two sons-1) Sri Mon Bahadur Dorjee, and 2) Sri Harka Bahadur Dorjee (the vendor hereof), by virtue of inheritance According to the Hindu Law of Succession Act, 1956.

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A N D

Whereas in view of the aforesaid facts, abovenamed Sri Mon Bahadur Dorjee and Sri Harka Bahadur Dorjee have become the absolute owner of the aforesaid land, and their name was mutated by the J.L.R.O., Siliguri vide M.C.No.101(P-I)/83-84 on 21.4.84, in respect of the said land and said Sri Mon Bahadur Dorjee and Sri Harka Bahadur Dorjee have permanent heritable and transferrable right, title and interest in the aforesaid entire land.

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३२५१०४१५२५

A N D

Whereas the vendor-Sri Harka Bahadur Dorjee, being in need of fund for investing the same in some lucrative enterprises has offered for sale the land measuring $2\frac{1}{2}$ two and half katha or 0.042 zero point zero four two acre, as fully described in the schedule below (hereinafter referred to "BELOW SCHEDULE LAND") out of the vendor's share, free from all encumbrances whatsoever.

A N D

Whereas the purchaser has agreed to purchase the said below schedule land at or for the price of Rs.17,500/- (Rupees seventeen thousand five hundred) only free from all encumbrances whatsoever. And Whereas the vendor consideration of the said price as fair reasonable and highest has also finally agreed to sell the said below scheduled land to the purchaser at or for the said price free from all encumbrances whatsoever.

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15/5/51 B.P. No. 25

NOW THIS INDENTURE OF SALE WITNESSETH THAT, in pursuance of the aforesaid offer, acceptance and in consideration of the sum of Rs.17,500/- (Rupees seventeen thousand five hundred) only paid by the purchaser this day to the vendor in cash (the receipt whereof the vendor doth hereby admit and acknowledge as having fully received and the vendor grants full discharge to the purchaser from the payment thereof) the vendor doth hereby convey, assign, sell and transfer the said below scheduled land and makes over possession thereof unto and in favour of the purchaser together with all right, title, interest, easements, liberties, appendages & appurtenances whichever any way belonging to or reputed to belong therewith TO HAVE AND TO HOLD the same as an absolute estate peaceably & quietly with permanent heritable and transferrable right, title and interest & without any interference or interruption from the vendor or any person or persons claiming under him, subject to the payment of land revenue and other taxes to the Superior landlord-now the Govt. of West Bengal.

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The vendor declares that the interest which the vendor 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 land hereby transferred, expressed or intended so to be or any part thereof to any other person or persons, and that the said land suffers from no defect of title and that the recitals made hereinabove are all true, and in the event of any contrary is proved, then the vendor shall be liable to be dealt with according to law & shall also be liable to make good the loss 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 land 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 sold or any part thereof in future, then the vendor shall return to the purchaser the full or proportionate part of the consideration.

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money as the case may be together with an interest @ Rs.2/- (Rs.two) percent per month from the date of such deprivation of ownership or of possession, and the vendor shall further be liable to 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 HEREBY SOLD :

All that piece or parcel of raiyoti homestead land measuring 2½ (two and half) katha or 0.042 (zero point zero four two) 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

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Siliguri Municipal Ward No.I, within the Jurisdiction of Police Station, Sub-division and Sub-registry office Siliguri Pargana Baikunthapur, Touzi No.3(Ja), Dist. Darjeeling.

The said land is butted and bounded as follows :

North : Land of Ramesh Shewa.

South : Land of Sri Arun Kumar Singh & others.

East : Road.

West : Land of Sri Arbind Kumar Singh (to-day purchase)

Proportionate yearly rent is Rs.5.75 paisa payable to the Govt. of West Bengal.

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

Witnesses :

I have personally read over the contents of this Deed.

- 1. Honi Bahadur Pradhan.
- Sto. Late. P. L. Pradhan.
- guring Budy. Siliguri.

Handwritten signature of the vendor in Devanagari script.

Signature of the Vendor.

- 2. *[Handwritten signature]*

Typed by me :

Manoranjan Roy
(Manoranjan Roy)

Deed Writer, Siliguri.

L.No.20 of 1984.

[Handwritten notes and signatures at the bottom left of the page]