



Mamouta Den Aganuda

SRI ARUN AGARWAL, Son of Sri Biswanath Agarwal, Hindu
by religion, Business by occupation, resident of
Ganga Apartment, Mangal Pandey Road, Siliguri, Post
office- Siliguri Bazar, Police Station- Siliguri,
District- Darjeeling - hereinafter called the "PURCHASER"
(which expression shall mean and include unless excluded
by or repugnant to the context his heirs, successors,
executors, administrators, representatives and assigns)
of the ONE PART.



Name of

SMT. NAMENTA DEVI AGARWALA, Wife of Sri Mahesh Kumar Agarwala, Hindu by religion, Housewife by occupation, resident of Khalpara, Siliguri, Post office and Police Station-Siliguri, District-Darjeeling - hereinafter called the "VENDOR" (which expression shall mean and include unless excluded by or repugnant to the context her heirs, successors, executors, administrators, representatives and assigns) of the OTHER PART.

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of all that piece of land measuring 9 Katha 5 Chhataks or 0.1536 acre in part of Plot NO- 25, recorded in Khatian NO. 634 (R.s.) Sheet NO-4 of Mouza- Dabgram, Police Station- Bhaktinagar, District- Jalpaiguri by virtue of a registered Deed of Sale being NO-I-1476 dated 9-5-1996 registered before the office of the District Sub-Registrar at Jalpaiguri and from the date of such purchase the Vendor has acquired the aforesaid area of land in her khas, actual and physical possession, having permanent, heritable and transferable right, title and interest therein.



WHEREAS the Vendor purchased the said area of land by the said Deed from Sri Raghunath Das son of Late Chaitu Das of Chayanpara, Salugara, P.S. Bhaktinagar, District - Jalpaiguri , who was the owner of the said area of land as recorded in his Khatian being No. 634. The Vendor already mutated her said area of land from the office of the B.L.&L.R.O.Rajganj vide Mutation case NO.IX-II/147/BLLRO(R)/99-2000. contd...P/6.

500Rs.



WHEREAS Vendor being in need of money has firmly and finally decided to sell her said area of land measuring 9 Katha 5 chhataks, which under part of Plot No- 25, recorded in R.S.Khatian No. 634, situated in Sheet No-4, of Mouza- Dabgram, P.S. Bhaktinagar, District-Jalpaiguri, and has offered for absolute of her said area of land measuring 9 katha 5 chhataks, which is fully described in the schedule herein below and declaring the same is free from all encumbrances and charges whatsoever.

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of land in that area has agreed to purchase the said area of land of vendor measuring 9 kathas 5 chhataks, as fully described in the schedule herein below and offered a sum of Rs. 80,000=00 (Rupees Eighty thousand) only to the Vendor as total consideration price of the said area of land on the basis of the said declaration of the Vendor, that the land is free from all encumbrances and charges whatsoever.

## AND

offered by the Purchaser as fair, reasonable and highest in view of the prevailing market rate has firmly and finally agreed to sell her said area of land measuring with the state of the prevailing market rate has firmly and finally agreed to sell her said area of land measuring kathas 5 chhataks, which under part of Plot No- 25, recorded in R.S.Khatian No. 634, Sheet No-4 of Mouzababeram, P.S.Bhaktinagar, District- Jalpaiguri, as fully described in the schedule herein below to the Purchaser ator for the total price of R.80,000=00 (Ruses Eighty thousand) only, which is free from all encumbrances and charges whatsoever.

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NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid offer, acceptance and also in consideration of Rs. 80,000=00 (Rusees Eighty thousand) only paid by the Purchaser to the Vendor (the receipt whereof the Vendor do hereby acknowledge as having received and the Vendor also grant full discharge to the purchaser from the payment thereof) the Vendor do hereby grant, convey, sell, assign and transfer unto the purchaser the aforesaid land measuring 9 kathas 5 chhataks as fully described in the schedule herein below with all appurtenances, together with all trees, banks, hedges, ditches, ways, \_ water course, lights, liberties, priviledges, easements, whatsoever to the land and make over possession thereof unto and in favour of the purchaser absolutely and forever TO HAVE AND TO HOLD the same as an absolute estate by the purchaser as exclusive owner thereof, peaceably and quietly with permanent, heritable and transferable right, title and without any claim, objection, interfernce or interruption from the vendor or any person or persons chaiming under her, subject to the payment of land revenue and other taxes payable to the Superior landlord, the Govt. of West Bengal.

AND theVendor declares that the interest which she professes to transfer hereby subsists as on the date of these presents and that there exists no previous transfer, mortgage, lease, contract for sale or otherwise

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by the Vendor in favour of any other person or party respecting the said below scheduled land and that the recitals made herein above are all true and in the event of any contrary is proved the vendors shall be liable for false recitals and shall also be liable to make good the losses to which the purchaser may suffer or sustain inconsequences thereof AND the Vendor further declared that at all times, hereafter at the request and cost of the purchaser the vendor shall bound to do and execute all such acts, deeds and things whatsoever for further and better and more perfectly assuring the said lands hereby conveyed or expressed or intended so tobe and unto the use of the purchaser in the manner aforesaid and shall may be required.

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 return to the purchaser the full or proportionate part of the consideration moneyas the case may be together with interest at the rate of 15% per annum from the date of such deprivation of ownership or of possession and the vendor shall pay adequate compensation to the purchaser for any other loss or injury which the Purchaser may suffer or sustain resulting therefrom.

## SCHEDULE OF THE LAND

All that piece or parcel of vacant land measuring 9 (nine) Katha 5 (five) chhataks, under part of Plot No- 25 (two five) recorded in R.S.Khatian No. 634 (six three four), Sheet NO-4, situated within Mouza- Dabgram, Pargana- Baikunthapur, J.L.NO-2, Police Station - Bh ktinagar, District-Jalpaiguri. The annual rent of the aforesaid land is Rs. 0.50 paise only payable to the Superior landlord, the Govt. of West Bengal, thopugh its B.L.& L.R.O.Rajganj. The aforesaid area of land is hereby sold by the Vendor in favour of the purchaser by this Deed. Sold area of land is situated within Panchayat Area and same is butted and bounded as follows :-By the North : Land of Sarat Roy and others. By the south : Land of Raghunath Das. By the East : Land of purchaser. By the West : Land of Purchaser.

IN WITNESS WHEREOF the Vendor hereunto set and subscribe her hands on this Deed on the day, month and year first above written.

WITNESSES: -

Signi ANA
Franta sitts

2. Dulul Bhallathya
Sehiguni

Namorata Devi Agarwala SIGNATURE OF THEVENDOR.

Drafted by me and typed in my Office.

Om Bakan Crupta

Advocate, Siliguri. Enrolment NO: F-343/307/9