





 Smt. Sheila Pradhan W/O. Sri Prakash Pradhan, by Caste Hindu, By Profession Housewife, residing at Udham Singh Sarani, Ashrampara, P.O. & P.S. Siliguri in the District of Darjeeling hereinafter called the "PURCHASER" (Which expression shall mean include unless excluded by or repugnant to the context her heirs, executors, successors, Legal representatives, administrator, and assigns) of the ONE PART. 8685 28:42009
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## AND

ASGARI KHATOON, wife of Muhammad Toufique, both are by faith Muslim, No. 1 by profession business. No. 11 by profession house wife, residing at Salbari, Panchanai, P.O. Sukna, P.S. Matigara, Dist. Darjeeling hereinafter called the "VENDORS" (Which expression shall mean include unless excluded by or repugnant to the context his and her heirs, executors, successors, legal representatives, administrators and assigns) of the OTHER PART.

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WHEREAS the vendors become the absolute owner in possession of the land measuring 7 Katha 11 Chhatak or .127 Acres of land by vitue of a Registered Deed of Sale bearing No. 5511 recorded in Book No. I Volume No. 94 Pages 367 to 374 for the year 1999, Registered at Siliguri Sub-Registrt Office at Siliguri dated on 02.12.99 from Sri Pawan Kumar Agarwal S/O. Sri Masani Lal Agarwala of Sevoke Road, P.O. & P.S. Siliguri in the Dist. of Darjeeling and as such from date of aforesaid purchase, the Vendors has got right, title and interest having permanent, heritable and transferable interest there in and the said land is in Khas, actual and physical possession of the vendor at the date of these presents.

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AND WHEREAS the vendors being in ned or money has offered for Sale of 7 Kathas 11 Chhatak / or .127 Acres of land as fully described in the Schedule below and fully delineated in the Plan annexed herewith.

ANDWHEREAS the purchaser being in need of land for her residential purpose has accepted the aforesaid offer of the vendors and has offered and agreed to purchase the said land measuring 7 Kathas 11 Chhatak or .127 Acres land fully described in teh Schedule beow and delineated in the Plan annexed herewith and forming part of these presents for Rs. 77,000/- (Rupees Seventy Seven Thousand) only free from all encumbrances whatsoever.

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NOW THIS INDENTURE OF SALE WITNESSETH that in pursuance of the aforesaid offer and in consideration of the sum of Rs. 77,000/- (Rupees Seventy Seven Thousand ) only, paid by the purchasers to the Vendors in cash (the receipt where of the vendors does hereby a acknowledge as having received as price of the said below Scheduled Land in full and the vendors also grants full discharge to the land and rights from the payment there of ), the vendors DOTH hereby convey, assign sell and transfer absolutely and for ever his and here Schedule below mentioned land together with all transferable right, title, interest hereditament, liberties, assements, whatsover in any way belonging to or reputed to belong therewith andmakes over possession there of unto and in favour of the Purchaser TO HAVE AND TO HOLD the same by the purchaser as absolute owner there of, peaceably and quietly, with permanent heritable and transferable right and without any claim, objection, interference or interruption from the vendors or any person or persons claiming under him, subject to the payment of land revenue and other taxes to the Superior landlord, the state of West Bengal Government.

THE VENDORS declares that the interest which he and she professes to transfer hereby subsists as on the date of these presents, and that there exists no previous transfer, mortgage, contracts, for Sale or otherwise by the vendors in favour of any other party or partision respecting the said below scheduled land or any part there of and that the property hereby transferred expressed or intended so to be suffers from no deffect of title, and that the recitals made hereinabove 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 loss or injury which the purchasers may suffer or sustain in consequence thereof.

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THE Vendors further covenants with the purchasers that if for any defect of title or for any Act done or suffered to be done by the Vendors, the purchaser be deprived of ownership or of possession of the said below scheduled land or any part thereof in future, then the vendors shall forthwith return to the purchaser the full or proportionate part of the consideration money as the case may be toghether with an interest and other losses, from the date of such deprivation of ownership or of possession, and the vendors shall also pay adequate compensation to the purchasers for any other loss or injury which the purchasers may suffer or sustain resulting therefrom.

## SCHEDULE OF THE LAND

ALL THAT PIECE OR PARCEL OF RAIYATI LAND MEASURING - 7 (Seven) Kathas 11 (Eleven) Chhataks or 0.127 Acres, proportionate annual rent of Rs. 1.00 (Rupees One) only payable to the Superior landlord the State of West Bengal Government represented by the B. L. & L. R. O. Shivmandir, the land situated within the Pargana: Patharghata, Mouza - Panchanai, recorded in Old Khatian No. 2/1 (Two by One), New Survey Settlement finally published records or rights hearing Khatian No. 13/1, J. L. No.: 27, Sheet No.: 2, Touzi No.: 91, Old Plot No. 259 (Two hundred fifty nive), New Plot No. 373 (Three hu7ndred Seventy three), within the Jurisdiction of Police Station Matigara in the district of Darjeeling. The land is absolute vacant. Site plan of demised land is annexed herewith, and it is a part of this Deed.

Md. Toubiane
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Alasi Halon,

The Demised land is butted and bounded as follows :-

By the North

: 20' ft. Wide Road,

By the South

: 16' ft. Wide Road,

By the East

: Land of M/s. Techno Pvt. Ltd.

By the West

: 16' ft. Wide Road.

IN WITNESSES WHEREOF THE VENDORS signed on this Indenture by his and here respective hands, the date, month and year first above written.

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WITHNESSES:

Drafted by me

1. Uday Ponther SIO Late D. B. Browther

S/O Cele Bal Bahow

(B. L. RATHI)

Advocate / Siliguri

No. 1355/1980