

Africk was Chandall

ly father 8 n 4 18 dans Lat Agencial Represented Machinescel Shama O Madhe Grosad Slama o many. Bed frosad shame 1239 protein Sub-Registrar Sabilità selà Jaipaisuri 7.4.920NX. Dal Rahadun Khargo Mach broad Sharma on Chandra Kala seli egu L. Sal Baladim Klargo Salaitri Deni By Pen Arun Kr Chandal ap 4. Madan ahelm @ Sushile Chander 4. L. T. i - Kaushlya Deni By Pen Arun Kr Chewelall Thana for Thana Diet . j wahad . by casto ... le Calita Devil som such She ity 5 Arun de Gandon Sushila Den Chardak of Sewke Road Narayan Thing William Dist Dengulup Ruspa Devi by casto (h. by profession of Asunkuman Chandall District Sub-Registro-Jalpaiguri 7.4.85

Liti- Kaushillya Den Byfen. Arunkuma gali (a Lendole gali (a Den) sushiba seni chandek Purpa Deri

Minor Manoj Kumar Agarwala, Son of Sri.Kishanlal Agarwala, by religion Hindu, by occupation dependant, resident of Dangipara, Siliguri, P.O. & P.S. Siliguri, Dt. Darjeeling, represented by and through his father & natural guardian Sri.Kishanlal Agarwala, Son of Sri.Mangal Chand Agarwala, resident of Dangipara, Siliguri, P.O. & P.S. Siliguri, Dt. Darjeeling, hereinafter called the "PURCHASER" (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, legal representatives, administrators and assigns) of the ONE PART.

AND

1. Sri. Madhu Prasad Sharma, Son of late Bed Prasad Sharma,

2. Smt. Sabitri Debi, wife of late Dal Bahadur Kharga.

3. Smt. Chandrakala Debi, wife of late Dal Bahadur Kharga,

A. Smt. Kaushallya Debi, wife of Sri. Jangman Chhetri,

8. Smt. Lalita Debi, wife of late Madan Chhetri,

6. Smt. Sushila Chandak, wife of Sri. Arun Kumar Chandak,

M. Smt. Pushpa Debi, wife of Sri. Rudra Bahadur Chhetri, No. 2 to 7-are daughters of late Bed Prasad Sharma, all

Hindu by religion, No.1-is businessman, No.2 to 7-are

Housewives by occupation, all at present residents of Dabgram, P.S. Rajganj, Dt.Jalpaiguri, hereinafter

called the " V E N D O R S " (which expression

shall mean and include unless excluded by or repugnant -

(contd. to next sheet)

2 gon:

Ma The Prose of Shores

L. T. I. Sabit & Dewin

By Pen Hown you Devi

C. T. I. Kaunthilly a Devil

L. T. I. Kaunthilly a Devil

By Pen - Hounduragale

Roll La Devi

Sushila devi choudak

Perspa Devi

to the context their heirs, executors, successors, legal representatives, administrators and assigns) of the OTHER PART.

WHEREAS One Bed Prasad Sharma, Son of late -K.P. Sharma of Jalpaiguri Town, P.S. & District -Jalpaiguri became the absolute owner and entered in actual khas and physical possession of land measuring 0.50-acre or 30-kattas in Plot No.80, Sheet No.7, recorded in C.S.Khatian No.71, of --Mouza Dabgram, P.S.Rajganj, District Jalpaiguri, by virtue of a Deed of Sale executed by Sri. Mahinath Roy, Son of late Gora Singh Roy of Dabgram, Police Station Rajganj, District Jalpaiguri, on 09.12.49 and registered in the office of the -District Sub-Registrar, Jalpaiguri, in Book No. 1, Volume Number 44, Pages 227 to 228, being document No. 4928-for the year 1949, and abovenamed Sri. Bed Prasad Sharma acquired permanent, heritable and transferrable right, title and interest therein, free from all encumbrances and charges whatso ever.

Adv.

A N D

L. E. Karay Devi

L. E. Karay Devi

Red of Per Arunluman

L. E. Karay My a Devi

Red - Devi

Red - Devi

Sustila sen chanden

Perpe Devi

WHEREAS abovenamed Bed Prasad Sharma died intestate leaving his wife -Smt. Durga Debi Sharma and the vendors hereof totalling 8-eight persons as his legal heirs to inherit his said land in accordance with the provisions of the Hindu Succession Act, 1956.

AND

WHEREAS thereafter abovenamed Smt. Durga Debi Sharma made gift of land measuring 0.25-acre equal to 15-kattas out of the total aforesaid land measuring 0.50-acre equal to 30-kattas to and in favour of her Daughter -Smt. Sushila Sharma(vendor No.6-hereof), by virtue of a Deed of Gift executed by abovenamed Smt. Durga Debi Sharma on 09.1.1985 and registered in the office of the Sadar Joint Sub-Registrar, Jalpaiguri, in Book No. 1, Volume No. 2, Pages 377 to 382, Being Document No. 173-for the year 1985, free from all encumbrances and charges whatsoever, though - -Smt. Durga Debi Sharma had ownership in only 1/8th. share which she(Smt. Durga Debi Sharma) inherited in the said land measuring 0.50-acre (i.e. 0.0625-acre) and accordingly said Smt. Sushila Sharma legally acquired ownership in and over land measuring 0.0625-acre as per said Deed of Gift Being document No. 173, dated 09.1.1985 & whereas thereafter said Smt. Durga Debi Sharma died intestate - leaving no ownership in the said Property.

Stan,

Manhlya Devi By Kawshllya Devi By Hawshllya Devi By Respect Devi Sushila & evi chandak Bespec Devi

WHEREAS in view of the aforesaid facts, the vendors hereof are now the absolute owners and in joint physical possession in and over land measuring 0.50-acre having permanent, heritable and transferrable right, title and interest therein, free from all encumbrances and charges whatsoever.

AND

WHEREAS the vendors, being in need of money have offered for sale their land measuring 0.25-acre equal to 15(fifteen) kattas (butted and bounded by the North: land of Bhabani Chhetri, by the South: Land of Ganesh - Saw Mill, by the East: Vendors balance land measuring 0.25-acre or 15-kattas, and by the West: Sevoke Road) out of their (vendors') said total land measuring 0.50-acre, disclosing the aforesaid facts relating thereto and - declaring the same free from all encumbrances and charges whatsoever.

AND

WHEREAS the Purchaser hereof relying on the aforesaid statements of the vendors, has agreed to purchase land measuring 0.083-zero point zero eight three acre equal to Five kattas as fully described in the SCHEDULE appended below (hereinafter referred to as "BELOW SCHEDULED LAND" for the sake of brevity), out of vendors said land --

Argon.

measuring of the Hall Key Survival Anna Per Hall Key Court Hall Key Survival Active Devi Chandolf Active Devi

measuring 0.25-acre equal to 15-kattas, at or for the price of Rs.50,000/-(Rs.Fifty thousand) only, free from all encumbrances and charges whatsoever.

AND

WHEREAS the Vendors, considering the price so offered by the purchaser as fair, reasonable and highest in the prevailing market, have also finally agreed to sell their said below-scheduled land to the purchaser at or for the price of Rs.50,000/-(Rs.Fifty thousand) only free from all encumbrances and charges whatsoever.

NOW THIS INDENTURE OF SALE WITNESSETH that in - pursuance of the aforesaid offer, acceptance and in consideration of the sum of R.50,000/-(Rs.Fifty thousand)
only paid by the purchaser this day to the vendors in
equal shares in cash (the receipt whereof the vendors
doth hereby acknowledge as having fully received and the
vendors also grant full discharge to the purchaser from
the payment thereof) the vendors doth hereby convey,
assign, sell and transfer their said below-scheduled land
together with all their right, title, interest, hereditaments, liberties, easements, trees and fencec etc. whatsoever in any way belonging to or reputed to belong therewith and make over possession thereof unto and in favour
of the purchaser absolutely and for ever TO HAVE AND TO
HOLD the same by the purchaser as absolute owner thereof,

Siden.

M. The Markey Shranger of the Markey a Dewin Kornshilly a Dewi Chanced Chanced

peaceably and quietly, with permanent, heritable and - transferrable right, title and interest and without any
claim, objection, interference or interruption from the
vendors or any other person or persons claiming under them,
subject to the payment of land revenue and other taxes to
the superior landlord -now the Govt. of West Bengal.

The Vendors declare that the interest which they professe to transfer hereby subsists as on the date of
these presents, and that the vendors have not previously
sold, transferred, mortgaged, contracted for sale or otherwise the said below-scheduled land to or with any
other person or party, and that the land hereby transferred, expressed or intended so to be suffers from no
defect 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 to be dealt with according to
law and shall also be liable to make good the loss or injury which the purchaser may suffer or sustain resulting
therefrom.

The vendors further covenant with the purchaser 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 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 together (contd. to next sheet)

Sigar.

Monthly a Ben General Manufle Devision of the Ben Ben Remarks as an Complete Devision of the Ben Ben Complete Devision of the Ben Complete Devision of the Ben Complete Sushila sen Complete Devision of the Ben Complete D

with interest at the rate of fifteen percent per annum from the date of such deprivation of ownership or of possession, and the vendors shall further pay adequate compensation to the purchaser for any other loss or - injury which the purchaser may suffer or sustain in - consequence thereof.

: SCHEDULE OF LAND :

ALL that piece or parcel of land measuring 0.083-zero point zero eight three acre equal to 5-five kattas, out of Vendors' said land measuring 0.25-acre or 15-kattas, of Plot No.80(eighty), of Sheet No.7(old) and 8(new), recorded in Sabek Khatian No.71(seventy one), R.S./ Hal Khatian No.90/1(ninety by one), of Mouza Dabgram, J.L.No2, within the jurisdiction of Police Station Rajganj, Subdivision and Sub-Registry office Jalpaiguri, Paragana Baikunthapur, Touzi No.3, Dt.Jalpaiguri, is sold by this Deed of Sale (Conveyance).

The said land is butted and boundedas follows:-

On the North: Land of Sri. Bhabani Chhetri;

On the South : Land of Ganesh Saw Mill ;

On the East: Balance land of the vendors measuring five kattas today sold to Smt. Uma Debi Agarwala and land measuring five kattas today sold to Sanjoy Kumar Agarwala.

On the West : Sevoke Road.

Sugar.

Me Suhneng Some
1. T. i. Saleitri Dowi
By Peu Hern Wuman
L. T. i.

Rush Uya Dern
Hern Un Chondal

Golli La Derri
Sushia son Chondal

Respec Deri

Yearly rent for the land measuring 0.50-acre is RO.50-paisa and proportionate yearly rent for the land hereby sold is Rs.0/09-paisa payable to the superior - landlord -now the Govt.of West Bengal.

IN WITNESS WHEREOF the Vendors, in good health and conscious mind, have set and subscribed their respective hands on this Deed of Sale (Conveyance) on the day, month and year first above written.

Witnesses:

Asun Kuma Chandall 5/0 Aate Laxmi Waraga Thancak Drafted, read over & explained by me & typed in my chamber.

(Sisir Kumar Das),
Advocate,
Hakimpara East, Siliguri.
Regn. No. W.B./352/1988.

Anil Kumarrema

(2)

Sho Late Chemdra Dhewham Rd. verme. Survey Bushy, Silifemi.