





2.

Navsing dass Agomal

1¢

BETWEEN

(

Srimati SIMA AGARWAL, wife of Sri Paitram Agarwal, Hindu by religion, House-wife by occupation, resident of Shyama Presad Mukherjee Road Siliguri, Police Station, Sub Regis-try Office & Sub Division Siliguri, Dist. Darjeeling ---hereinafter called the PURCHASER (which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, administrators, successors, representatives and successors and assigns) of the ONE PART.

A N D ..

Seema Agawal



3.

Nourigodais Agamala

I N D

Sri NARSING DAS AGARWAL, son of Udmiram Agarwal, Hindu
by religion, businessman by occupation, resident of Ramphu
(SIKKIM) - hereinafter called the VENDOR (which expression
shall mean and include unless excluded by or repugnant to
the context his heirs, executors, administrators, successors,
representatives and assigns) of the OTHER PART.

WHEREAS the Vendor has acquired by purchase a plot of raiyati land from one Rameshwar Das Bansal of Siliguri, by virtue of a deed of sale, registered at Dist. Sub Registrar Office, Jalpaiguri on 22. 11. 65, registered in Book No. 1, Volume No. 65, Page 167 to 169, Being No. 6435, for the year 1965,

Seema Agalwal

Norwingdon Agentic

and has mutated the name of the Vendor in the Office of landlord the State of West Bengal, represented by the J. L. R. O., Rejganj, Mide M.C. No. IX-II/239 of 71-72, situate within Pargana Baikunthapur, Mouza Dabgram, P. S. Rajganj, S. R. Office & Dist. Jalpaiguri, which land had been held and occupied by the said Rameshwardas Bansal, acquired by purchase from one Ratia Khatoon, w/o Md. Ismail Hoque Choudhury of Siliguri by virtue of a deed of sale, registered at Dist. Sub Registrar, Jalpaiguri on 21. 7. 59, registered in Book No. 1, Volume No. 42, Page 264 to 268, Being No. 3910, for the year T959, and as such from the date of aforesaid date of purchase the Vendor become sole, absolute and exclusive owner-in possession of the said plot of land and has got right title and interest having permanent heritable and transferrable interest therein and the said land is in khas, actual and physical possession of the Vendor at the date of these presents.

A N D

WHEREAS the Vendor being in need of money has offered for sale the said plot of land measuring 14 fourteen kattes of land fully described in the schedule below and delineated in the plan annexed herewith and forming part of these presents.

A N D

whereas the Purchaser being in need of land for residential and business purpose has accepted the said offer of the Vendor and has offered and agreed to purchase the said land measuring 14 fourteen kattas of land fully described in the schedule below for Rs. 40,000/- (Rupees Forty thousand) only, free from all encumbrances whatsoever.

A N D

WHEREAS the Vendor has accepted the price so offered by the Purchaser as fair and reasonable price in view of the prevailing highest market rate of land and has agreed to sellthesaid land measuring 14 fourteen kattas

Seema Agaewal

Nentingolats
Agamalh

or .231 acre of land fully described in the schedule below and delineated in the plan annexed herewith and forming part of these presents for Rs. 40,000/- (Rupees Forty thousand) only, free from all encumbrances whatso ever unto the Purchaser and the said land is transferred in the manner as appearing hereinafter.

and acceptance and also in consideration of Rs, 40,000/- (RupeesForty thousand) only, paid in cash by the Purchaser to the Vendor (the receipt whereof the Vendor does hereby acknowledge and grants full discharge to the Purchaser from the full payment thereof) the Vendor does here by grant convey, assign and transfer unto the Purchaser the afowesaid land fully described in the schedule below and delineated in the plan annexed herewith and forming part of these presents and make over possession thereof to the Purchaser together with all rights, liberties, privileges, ease to the Purchaser together with all rights, liberties, privileges, ease ments, appendices, appurtenances belonging to the said land in any way free from all encumbrances whatsoever and the absolute estate, right, title and interest of the Vendor unto and upon the land hereby conveyed, expressed or intended so to be TO HAVE and TO HOLD the same subject to the payment of rent and taxes etc. payable to the landlord the tate of west Bengal.

AND it is further covenanted that the land described in the schedule below is held by the Vendor has not been surrendered or forfeited and that
there exists no charge, mortgage, attachment or any other encumbrances
whatsoever on the said land hereby transferred or expessed or intended
so to be or any part thereof at the date of these presents and in case
of discovery of any such charge, mortgage, attachment or any other encum
brances whatsoever 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 compensate the Purchaser for any loss or injury that the Purchaseer shall have to suffer in consequence thereof.

· Seena Agaewal

Marsing wats
Agarwala

THE Vendor further covenants that all rent and taxes etc.payable by the Vendor for the land hereby sold that have accrued due upto the date of thesepresents have beenpaid by the Vendor and in case if it transpires otherwise the Vendor shall indemnify the Purchaser for any loss or injury resulting therefrom.

THE Vendor further declares that the entire property forming subject matter of the present conveyance is and was in khas, actual and physical possess—ion of the Vendor at the date of these presents. If for any defect to — title or for any act done or suffered to be done by these presents the Pur—chaser is deprived of possession or of enjoyment of the land hereby trans—ferred orexpressed or intended so to be by these presents or my part there—of the Vendor shall be liable to return to the Purchaser the full or pro—portionate part of the consideration money as the case may be together with the then prevailing highest market rate of interest per cent per month from the date of such deprivation or dispossession and shall also be liable for adequate compensation for any loss or injury attending thereto to be sustained by the Purchaser in consequence thereof.

IT is further declared that the Vendor has not entered into any binding contract with any other persons to sell or to transfer or otherwise the land hereby transferred by these presents or any part thereof expressed or intended so to be and that there subsists no charge, mortgage, attach ment, any other encumbrances or contract of sale or transfer eixsting with respect to the aforesaid land or any part thereof and in the event of discovery of such charge, mortgage, attachment etc. at the date of execution of this deed of sale or any circumstances as aforesaid the Vendor shall be liable to prosecution for falserecitals made herein and shall also be liable to compensate the Purchaser adequately the Purchaser in consequence thereof.

Seema Agaewal

SCHEDULE.

All that piece or parcel of raiyati homestead land measuring 14 fourteen kattas or .231 acre of land at an annual rental of Rs. 2=28 (Rupees Two and Paisa Twenty eight) only, payable to the landlord the State of West Bengal, represented by the J. L. R. O., Rajganj, situate within Pargana Baikunthapur, Mouza Dabgram, P. S. Rajganj, S. R. Office and District -Jalpaiguri, J. L. No. 2 two; Touzi No. 3 three; Khatian No. (Sabek) 669 and (Hal) Khatian Nos. 314/5 and 314/6 (three hundred fourteen by five)& three hundred fourteen by six); Sheet No. (old) 7 seven; included in part of C. S. Plot No. 421 four hundred twenty one measuring 14 fourteen kattas or .231 point two three one acre of land is sold and is delineated in the plan annexed herewith and forming part of these presentsamd the demised plot of land is bounded as follows:

NORTH : Land of Labh Singh;

SOUTH : Land of Paliram Agarwal;

EAST : Land of Calcutta Credit Corporation;

: Anchal Road. WEST

IN WITNESS WHEREOF the Vendor does hereunto set his hand on the day, month and year first above written.

WITNESSES :

Subrator Brata (tamper

The contents of this document have gone through & understood person--ally by the Vendor.

Nassing ders Agarwele VENDOR.

Drafted, prepared & typed by me :

N'avendes. having Licence No. 1 of 1984 of Dist. Registrar of Darjeeling.

Seema Agaswal

WAL SIO UDMIRAMAC ARWAL OF RAMPHU SIKKIM NAME OF PURCHASER SMT. SIMA AGARWAL.WIO.SURENDRAAGARWAL, OF KHALPARA PO. SILIGURI, DT. DARJEELING. SCHEDULE OF LAND MOUZA. JLNO KHATIANNO PLOTNO SHEETNO AREA. I KATHA , 314/5 & 314/6 421 PART. SCALE-1"- 50 PIS RAJGANJ. LAND OF LABHSING ANCHAL RO LAND OF CALCUTT. CORPORATION ROAD -199-6" LAND OF PALIRAM AGARWAL

> Norting dass Agarwala. SIGNATURE OF SELLER

r1

A.c

PRED:-R.N. QHOSE AMIN

Scena Agawal