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(2)

Sri LAXMI NARAYAN AGARWALLA, S/o. Late Chimniran
Agarwalla, Hindu by religion, business by occupation,
residing at Siliguri Town, P.O., P.S., & Sub-Div.
Siliguri, Dist. Darjeeling - hereinafter called
the VENIOR first party (Which expression shall
mean and include unless excluded by or repugnant to
the subject or context his heirs, executors, representatives and assigns.) through constituted afternay
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(3) A N D

Smt. GEETA DEBI AGARWAL, w/o. Sri Narendra Kumar Agarwala, Hindu by religion, house wife by occupation, remiding at Station Feeder Road, Siliguri Town, P.O., P.S., & Sub-Div. Siliguri, District Darjeeling - hereinafter called the PURCHASER second party (which expression shall mean a n d

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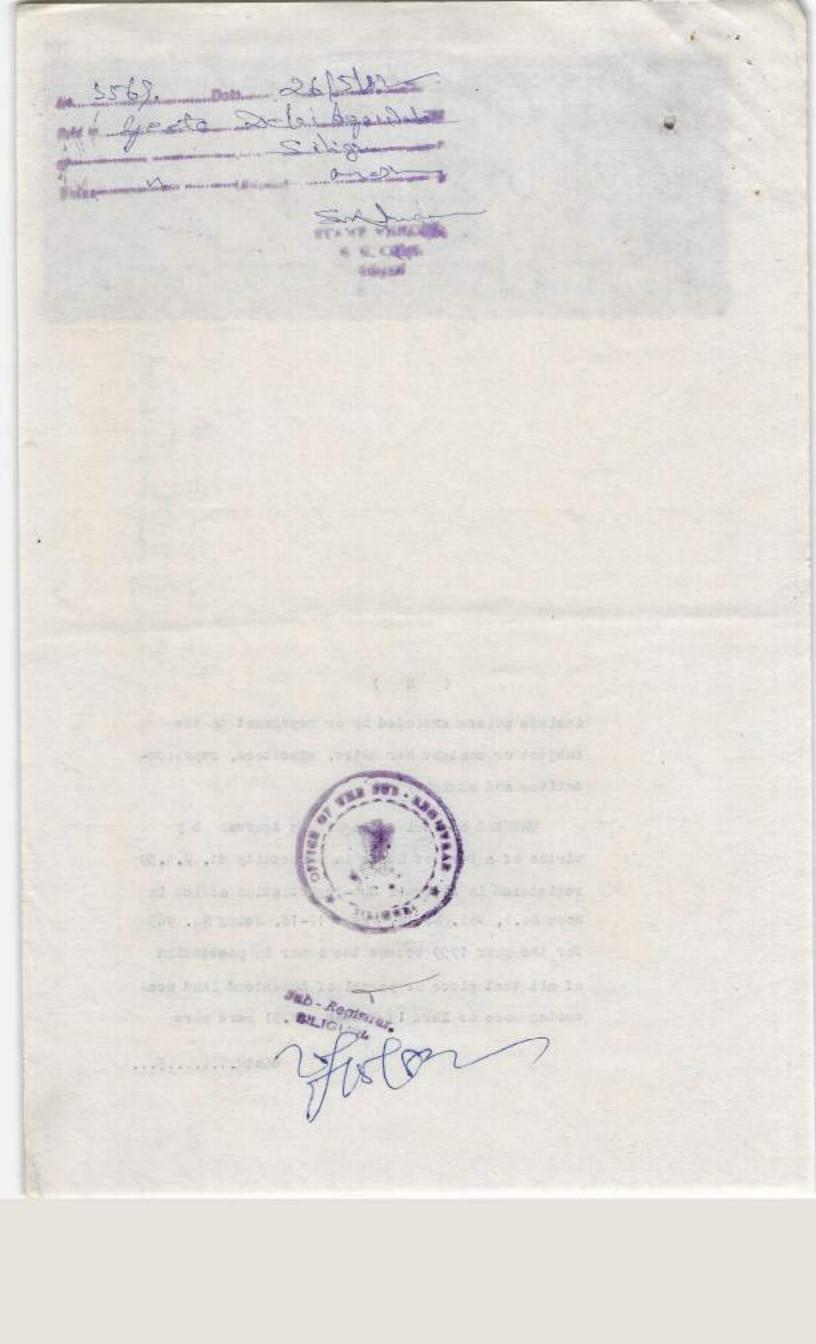
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include unless excluded by or repugnant to the subject or context her heirs, executors, representatives and assigns)

whereas one Sri Radha Kichan Agarwal by virtue of a Deed of Lease in perpetuity dt. 9.4.59 registered in Siliguri Sub-registration office in Book No.1, Vol. No.14, Pages 17-18, Boing No. 965 for the year 1959 became the owner in possession of all that piece or parcel of homestead land measuring more or less 19 Kathas or .31 acre more

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fully described in the Schedule 'A' below together with all right, title & interest inheritable and transferable condition.

A N D .

WHEREAS the said Sri Radha Kishan Agarwal, by a deed of sale dt. 7.10.64 registered in Siliguri Subregistry office in Book No.1, Vol No.49, Pages 66-68, Being No.4519 for the year 1964 transferred the said homestead land more fully described in the Schedule 'A'

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below to the vendor first party together with all rights, title and interest in and over the same free from all encumbrances whatsoever inheritable and transferable condition.

A N D

WHEREAS the vendor first party after his purchase of land as described in Schedule *A* below made some constructions thereon as described in Schedule *B* below both bearing Siliguri Municipal Holding No. 433 of Wrad

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No. XVI and is the absolute owner thereof together with all rights, title, interest and possession in and over the same by residing therein personally and by relating to :-

1) Sri Basadeo Agarwalla one room with Kitchen on the ground floor of a C.I. Sheet roofed building at a monthly rental of Rs. 50/= only, according to English Calender month.

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2) Sri Mahabir Prasad Agarwalla two rooms with one Kitchen on the ground floor of a C.I. sheet roofed building at a monthly rental of Rs. 125/= only according to English Calender month.

Whose tenancies stand terminated and the O.C.
Suit No.45 of 1980 of Munsif Court at Siliguri against
the said Basudeo Agarwalla.

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O.C. Suit No. 18 of 1980 in the Court of the Sub-Judge at Siliguri against Sri Mahabir Prasad Agarwalla have been filed and which are still pending

3) N Jiwanram Chetandas, at a monthly rental of Rs. 136/- according to the English calender month.

The Vendor has obtained decree in O.C. Suit No.49 of 1975 against Smt. Gita Debi Agarwal w/o R.K. Agarwala for removal of sanitary latrines connection with the septic tank of the vendor and other remedies.

WHEREAS the structures on the eastern side are attached to the boundary wall of structures of Smt. Gita Debi Agarwal w/o. Sri R.K. Agarwal and there is dispute and dissention and she may enforce her right to have the structure removed.

A N D

WHEREAS the vendor first party has declared to sell the properties described in Schedules 'A' and 'B' below and the purchaser the second party has expressed her desire to purchase the same at or for total sum of Rs, Rs.39,000/= being Rs.15,000/= as the value of the land described in schedule 'A' below and Rs.24,000/= as the

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value of constructions as described in the Schedule 'B' below and the vendor first party accepting the said of price as the present highest market value thereof has agreed to sell the same to the purchaser second party at or for the said sum of Rs. 39,000/= free from all encumbrances whatsoever together with all right, title, interest and possession in and over the same together with all rights, liabilities and obligations of the temancies stated hereinabove.

A N D

NOW THIS DEED OF SALE WITNESSES that in pursuance of the above agreement and in consideration of sum of Rs. 39,000/= only paid by the purchaser second party to the vendor first party in cash (the receipt whereof the vendor first party does hereby acknowledge, grant, and give full discharge to the second party from payment thereof) the vendor first party does hereby grant, convey, transfer, assign and make over possession of the property as described in the schedules 'A' & 'B' below with the possession rights, liabilities and obligations of the tenancies aforesaid together with a 1 1 right, title, interest and possession of the vendor first party in and over the same free from all encumbrances whatsoever absolutely unto the purchaser the second party to have and hold the same for all the times to come subject to the payments of rents, rates and taxes etc. payable to the authorities concerned for the same,

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That the vendor is occupying 2 rooms measuring about 12' x 12' and one store 12' x 6' one store and kitchen and he undertakes to vacate the same within 3 months from the date of conveyance and failing which the vendee shall be entitled to take legal steps for Khas possession and claim compensation.

SCHEDULE ' A '

All that piece or parcel of homestead land measuring more or less 19 Kathas or .31 acre appurtaining to plot No.2143 or Khatian No.180 and plot No.2159 of Khatian No.182 under J.L.No.110(80) Touzi No.3 Barglyaja Paragana Baikunthapur, mouza Siliguri, P.S.,P.G., Subdiv. and Sub-Registry office Siliguri Dist. Darjoeling bounded in ;

North: - by land of Ramabtar Agarwalla at present

South: - by land of Ramnath Agarwalla at present

East :- by land of Gita Debi Agarwalla w/o Sri R.K. Agarwal at present of

West :- by passage and water way

The entry in the land is from western side of the land on the Municipal water way in Ganganagar. Rent payable Rs.9, 50, to Sri Shysmsundar Agarwala value of land is Rs.15,000/=

SCHEDULE 'B'

All that tin shed with pucca wall and partly earth tile veranual together with well, sanitary latrine being municipal holding No. 433, Wrad No. XVI of Siliguri Municipality municipal tax payable at Rs.74=20 quarterly. The value of structures Is Rs.24,000/=

Bearing both properties of Schedules 'A' & 'B' below Siligari Municipal Holding No. 433 of Wrad No. XVI.

There is no Cosharer.

IN WINESSES whereof the vendor has set his hand on the day, month and year first above written.

WITNESSES :-

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