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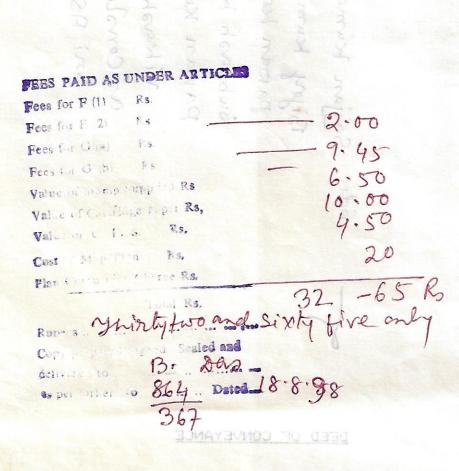
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Bijoyen Agerwala. Soffen Againal bolt Slo Ram Newash Agarwala Andr Debi Agentiale Sayan Kr Agarwal Wo Saylan Kr Aganwala pawan ku Mittal Sdi-G. C. Kunder Sto Jaikishan mittal Subhash tar Agarwala Sto Biseswarth Agarwala Belganj Mr. Jelpalguri Sto var Sing Das Agarwala 10/8198 9.1 3998 of Siligmi sevo he had Dr Deryeeling Saffan En Aganwala A Shoke kn Bansal Sto Hanuman prasad Bansal 3. I 3999 Bijoy ruman Aganwala as constituted afterney of vikash Bansal 3 I 4000 Ante Devi Agarwala Siligni Sevoke Road 3.I 4001 pawan kr Millal There Seligani... De Jelps'god By Caste ... By Pref Business 3. I 4002 Subhash Kumen Agenwal Identified y 3. T 400 B Pawan Kuman Agarwal Mahesh kumar Bansal 3.I 4004 wolt, B. Him Barsel Vikash Bansal a panjabi para as constituted afterneyof Seligmi en salvaget Hindu Lister Ashoke kr Bansal THE SUB. Mahesh kuman Bansal Soli - G. C. Kunder 198198

Sajjan kuman Agarwal
Bizay kuman Agarwal
Subhash kuman Agarwal
Parsan Kuman Agarwal
Vikash Bansal
as Consteted attorney of Sri Ashoke len Bansal OF CONVEYANCE





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Sel. Subhash kuman Aganwal Sel. Pawan kuman Aganwal Sel. Pawan kuman Aganwal Sel. Vikash Bansal as Constituted altorney Son Ashoke the Bansal Sdi- Bijay kuman Aganval Sdi- Anta Devi Aganval Sdr- Sajjan Kuman Agarwal

: 2 :

THIS INDENTURE IS MADE ON THIS THE 10th DAY OF August 1998.

Area

: About 0.3521 Acres

Plot Nos.

: 84 ( P ) and 85 ( P )

Khatian No.

: 82

Mouza

: Dabgram

Pargana

: Baikunthapur

Sheet No

P.S.

: Bhaktinagar

District

: Jalpaiguri

Consideration : Rs.50,000=00

THIS INDENTURE IS MADE ON T

: About 0.352

bns (9) #8: Plot Nos.

Khatian No.

ezna#

: Baikunthapur Pargana

Sheet No

District inupisqist :

Consideration : Rs.50,000=00

Sar Subhash Purman Againal sd-pawon laumon Againal de Bijoy luman Agamoal Sdr. pawen les millal 2dr- Vikash Bansal BETWEEN

SMT. ASHA MITTAL, wife of Sri Kailash Nath Mittal, Hindu by faith, house-wife by occupation, residing at Sevoke Road, Siliguri, P.O. and P.S. Siliguri, in the district of Darjeeling, hereinafter called the " PURCHASER " ( which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, successors, representatives, administrators and assigns ) of the "<u>ONE PART</u>

## AND

1. SRI SAJJAN KUMAR AGARWALA, 2. SRI BIJOY KUMAR AGARWALA, are sons of Sri Ram Newash Agarwala, 3. SMT. ANITA DEVI AGARWALA, wife of Sri Sajjan Kumar Agarwala, 4. SRI PAWAN KUMAR MITTAL, son of Jaikishan Mittal, 5. SRI SUBHAS KUMAR AGARWALA, son of Late Biseswar Lal Agarwala, 6. SRI PAWAN KUMAR AGARWALA, son of Sri Narsing Dass Agarwala AND 7. SRI ASHOK KUMAR BANSAL, son of Hanuman Prasad Bansal, all are Hindu by faith, business by occupation, resident of Sevoke Road, Siliguri, P.O. and P.S. Siliguri, in the district of Darjeeling, hereinafter collectively called the " VENDORS " ( which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, successors, representatives, administrators assigns ) of the " OTHER PART ".

## AND

ASHOK KUMAR BANSAL, son of Late Hanuman Prasad Bansal, Vendor No. 7 of these present is being represented by and through his constituted attorney SRI VIKASH BANSAL, son of Late Biseswar Lal Bansal, of Punjabi Para, Siliguri, by virtue of Power of Attorney, being document No. IV-52, dated 25.02.1998, registered in the office of the Addl. Dist. Sub-Registrar, Siliguri.

WHEREAS one Dwarika Nath Singh of Dabgram had acquired ownership of all that piece or parcel of land measuring about 9.33 acres Sch. situated within Mouza-Dabgram, by virtue of Sale Deed , dtd. 11.04.1953, being Document No. 4407, entered in Book-I, Volume-49, Pages 260 to 262, registered in the Office of the District Sub-Registrar, Jalpaiguri.

Sell-Sayfan Kuman Aganwal Sell- Bifay Kuman Aganwal = Sel- Anita Osevi Aganval = Sel- Palvan la Multal = Sol- Subhar kuman Aganval = Sol- Parvan kuman Aganval as consulty to d attorney Vikosh Bansal

AND WHEREAS Sri Dwarika Nath Singh had transferred for consideration and made over physical possession of the aforesaid measuring about 9.33 acres unto and in favour of Sri Nath More, son of Late Mangi Ram More of Burdwan Road, Siliguri, by virtue of Sale Deed, being Document No. 873, dated 23.02.1959, Siliguri, the office of the registered in District Sub-Registrar, and thereafter Sri Kedar Nath More became the sole, Jalpaiguri absolute and exclusive owner of the said land having permanent, heritabe and transferable right title and interest therein.

WHEREAS Sri Kedar Nath More had transferred for consideration and made over physical possession of all that piece or parcel of land measuring about 1.00 acres, more particularly described in the Schedule-A given hereinunder unto and in favour of 1. SRI SAJJAN KUMAR AGARWALA, 2. SRI BIJOY KUMAR AGARWALA, both sons of Sri Ram Newash Agarwala, 3. SMT. ANITA DEVI AGARWALA, wife of Sri Sajjan Kumar Agarwala, 4. SRI PAWAN MITTAL, son of Jaikishan Mittal, 5. SRI SUBHAS KUMAR AGARWALA, son of Late Biseswar Lal Agarwala, 6. SRI PAWAN KUMAR AGARWALA, son of Sri Narsing Dass Agarwala AND 7. SRI ASHOK KUMAR BANSAL, son of Late Hanuman Prasad Bansal, all of Sevoke Road, Siliguri, by virtue of Sale Deed, being Document No. 4752, dated 30.08.1991, registered in the office of the Additional District Sub-Registrar, Jalpaiguri.

WHEREAS Sri Kedar Nath More had transferred for valuable consideration and made over physical possession of all that piece parcel of land measuring about 1.00 acres, more particularly described in the Schedule-A given hereinunder unto and in favour of Sri Ujjal Sarkar, son of Sri Ramendra Chandra Sarkar and Prakash Ghose, son of Sri Narayan Chandra Ghose of Ashrampara, Siliguri, by virtue of Sale Deed, Dtd. 15.06.1991, being Document No. 3733, registered in the Office of the Additional District Sub-Registrar, Jalpaiguri and thereafter Sri Ujjal Sarkar and Sri Prakash Ghose had transferred for valuable consideration and made over physical possession of the aforesaid land measuring 1.00 acres, more particularly described in the Schedule-A given hereinunder unto and in favour of 1. SRI SAJJAN KUMAR AGARWALA, 2. SRI BIJOY KUMAR AGARWALA, both sons of Sri Ram Newash K.K. Kodia Agarwala, 3. SMT. ANITA DEVI AGARWALA, wife of Sri Sajjan Kumar Agarwala, 4. SRI PAWAN KUMAR MITTAL, son of Jaikishan Mittal, SRI SUBHAS KUMAR AGARWALA, son of Late Biseswar Lal Agarwala, SRI PAWAN KUMAR AGARWALA, son of Sri Narsing Dass Agarwala AND 7. SRI ASHOK KUMAR BANSAL, son of Late Hanuman Prasad Bansal, all of Sevoke Road, Siliguri, by virtue of Sale Deed, being Document No. 4751, dated 30.08.1991, registered in the office of Additional District Sub-Registrar, Jalpaiguri.

Adv

Sa. Subhash lanman Agana Sdi-Parsan Kruman Aganval sal-Bilay lanner Againsal selv-Saylam Kuman Agarnsal "Sur " I Beri Agained "Suparanter mittal Sde. Vikash Bansal

WHEREAS Sri Kedar Nath More had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring about 0.66 acres, more particularly described in the Schedule-A given hereinunder unto and in favour of Smt. Shefali Choudhury, wife of Sri Sishir Choudhury of Ashrampara, Siliguri, by virtue of Sale Deed, Dtd. 15.06.1991, being Document No. 3734, registered in the Office of the Additional District Sub-Registrar, Jalpaiguri and thereafter Smt. Shefali Choudhury had transferred for valuable consideration and made over physical possession of the aforesaid land measuring about 0.66 acres, more particularly described in the Schedule-A given hereinunder unto and in favour of 1. SRI SAJJAN KUMAR AGARWALA, 2. SRI BIJOY KUMAR AGARWALA, both sons of Sri Ram Newash Agarwala, 3. SMT. ANITA DEVI AGARWALA, wife of Sri Sajjan Kumar Agarwala, 4. SRI PAWAN KUMAR MITTAL, son of Jaikishan Mittal, 5. SRI SUBHAS KUMAR AGARWALA, son of Late Biseswar Lal Agarwala, 6. SRI PAWAN KUMAR AGARWALA, son of Sri Narsing Dass Agarwala AND 7. SRI ASHOK KUMAR BANSAL, son of Late Hanuman Prasad Bansal, all of Sevoke Road, Siliguri, by virtue of Sale Deed, being Document No. 4750, dated 30.08.1991, registered in the office of the Additional District Sub-Registrar, Jalpaiguri.

AND WHEREAS 1. SRI SAJJAN KUMAR AGARWALA, 2. SRI BIJOY KUMAR AGARWALA, 3. SMT. ANITA DEVI AGARAWALA, 4. SRI PAWAN KL MITTAL, 5. SRI SUBHAS KUMAR AGARWALA, 6. SRI PAWAN KL AGARWALA, AND 7. SRI ASHOK KUMAR BANSAL, ( THE VENDORS NO. 1 PAWAN KUMAR 7 OF THESE PRESENT ) by virtue of the aforesaid three Sale Deeds, being Document Nos. 4750 to 4752, became the sole, absolute and exclusive owners of the said land IN TOTAL MEASURING ABOUT 2.66 exclusive owners of the sale to the Schedule-A given ACRES, more particularly described in the Schedule-A given hereignner - having permanent, heritabe and transferable right hereinunder , having permanent, heritabe and transferable right title and interest therein and the same is in their khas actual and physical possession.

WHEREAS the Vendors of these presents for making investment AND in some other profitable business have firmly and finaly to sell a part of the land and have offered for sale to purchaser all that peice or parcel of land measuring about 0.3521 K.K.kedia acres, more particularly described in the schedule-B given hereinunder and delineated with red border lines and identified by the mark of C in the site plan enclosed herewith, for a consideration of Rs. 50,000/- ( Rupees fifty thousand ).

> AND WHEREAS the purchaser being in need of land in that area agreed to purchase the said land measuring about 0.3521 acres, more particularly described in the schedule-B given hereinunder a consideration of Rs. 50,000/- ( Rupees fifty thousand ) only , considering it to be highest prevailing price free from all encumbrances and charges whatsoever.

" Sdi- pawan Kr Millal or Sdi- Subhash Kuman Agawal Sell- pawan buman Agarwal son. Anda sevi Agamal Bijoy Kuman Aganwal sd. Saffan Kumar Aganval

NOW THIS INDENTURE OF SALE WITNESSETH that in pursuance of aforesaid offer, acceptance and in consideration Rs. 50,000/-( Rupees fifty thousand ) only paid by the purchaser to the vendors, the receipt of which is acknowledged by the vendors by execution of these presents and grants full discharge the purchaser from the payment thereof and the vendors/constituted attorney do hereby assign, sell, grant, convey and transfer absolutely and forever the said below schedule-B land and makes over possession thereof unto and in favour of the purchaser peaceably and quietly together with all right, title, hereditaments, easements, liberties, appurtenances, etc., whatsoever in any way belonging to or purported to belong or which was/were so long being enjoyed by the vendors therewith with permanent heritable and transferable right, title and interest therein without any objection, claim, interference or interruption from the vendors/constituted attorney or any person claiming under them subject to the payment of land revenue and other taxes to the Superior Landlord-now the Govt. of West Bengal and/or such other authorities as law may provide from time to time in future.

The vendors/constituted attorney declares that the interest which they professes to transfer hereby subsists as on the date of these presents and the vendors/constituted attorney previously transferred, mortgaged, contracted for sale or otherwise the said below scheduled land/property or any part thereof in favour of any other party or person/s and the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and that the recitals made hereinabove and hereinafter are all true and in the event of contrary the vendors/constituted attorney shall be liable to make good the loss or injury which the purchaser may suffer or sustain resulting therefrom.

Adv

vendors/constituted attorney further covenants with purchasers that if for any defect of title or for any act done or K.K. Kedin purchaser is deprived of ownership or of possession of the schedule-B land/property or any part thereof in future, the vendors/constituted attorney shall forthwith return to the purchaser the full or proportionate part of the consideration money as the case may be together with interest @ 18% P.A. from the date of such deprivation of ownership or of possession the vendors/constituted attorney shall further pay adequate compensation to the purchaser for any other loss or injury which the purchaser may suffer or sustain in consequence thereof.



Sd-Sajjan kuman Agawal
Sd-Rijay lauman Agawal
Sd-Rijay lauman Agawal
Sd-Amla pevi Agawal
Sd-Pawah Bansal
Sd-Pawan Kuman Agawal
Sd-Subhash Bansal

The vendors/constituted attorney further undertake to take all actions and to execute all documents as may be required to be done or executed for fully assuring right, title and interest of the purchaser to the below scheduled land conveyed at the cost of the purchaser.

## SCHEDULE-A

All that piece or parcel of land measuring about 2.66 Acres comprised in C.S. Plot Nos. 84 and 85, recorded in Khatian No. 163 ( sabek ), 82 ( Hal ), situated within Mouza- Dabgram, J.L.No.2, Sheet No.9, Pargana-Baikunthapur, , P.S. Bhaktinagar, in the district of Jalpaiguri.

## SCHEDULE-B

All that piece or parcel of land measuring about 0.3521 Acres or 1 (one ) Bigha 1 (one ) Katha 5.5 (Five point five ) Chattak comprised in C.S. Plot Nos. 84 and 85, recorded in Khatian No. 163 (sabek), 82 (Hal), situated within Mouza-Dabgram, J.L.No.2, Sheet No.9, Pargana-Baikunthapur, P.O. Sevoke Road, P.S. Bhaktinagar, in the district of Jalpaiguri.

The said land delineated with red border lines and identified by the Mark of C in the site plan enclosed herewith forms part of these present and the same is bound and butted as follows:

By North : Land of the vendors sold today to Sri Ashok Anand Singhal,

By South : Land of the vendors sold today to Sri Kailash Nath Mittal,

K. K. Keelig

Sdy.

Adv By East : 16 feet wide common private road of purchasers ,

By West : 42 feet wide road .

Yearly rent of the land hereby sold is Rs. 0.10 paise payable to the superior Landlord – now the Govt. of West Bengal.

8

Sdr- Sajjan Kuman Aganval

Sdr- Bajjan Kuman Aganval

Sdr- Parson Ku Maman Aganval

Sdr- Parson Ku Aganval

Vikash Bansal

Mikash Bansal

As Ashoke Bansal

IN WITNESSES WHEREOF THE VENDORS/CONSTITUTED ATTORNEY IN GOOD HEALTH AND CONSCIOUS MIND HAVE PUT THEIR RESPECTIVE SIGNATURES ON THIS DEED OF SALE ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES

1. Sch. Mahesh kuman Bansal
S/O B.L. Bansal
Panjabi para

Seliguri (W·B)

. .

2. Sushil kr Ghosh 310 Sudhir Bh Ghosh Sevoke Road Seligmi. The contents of this document has been gone through and understood personally by the vendors/constituted attorney and the purchaser.

Sayfan in Agarwal

Bijoy in Agarwal

Anita Devi Agarwak

Pawan in Mittal

Subhash Kuman Agarwal

Pawan kuman Agarwal

Vikash Bansal

as Constituted afformey of

Ashoke ku Bansal

VENDORS/ CONSTITUTED ATTORNEY

Drafted, readover and explained by me and typed in my office.

Sdi-Kamal Kr Kedia.

K.K. Kedia

Advocata Siliguri

Advocate, Siliguri E. No. F/6/92. St tro 946 Daled 7.8.98 paid to Asha Miltal of Seliguri nonjudicial Stamp worth 2500)-8dy-Uligible Stamp Head elerk Seliguri Treasury-1 SL tro 946 Dated 7.8.98 Paid to Asha Miltal of Seliguri nonjudicial Stamp worth 25001-Soli elligeble Stamp Head elerk Seliguri Treasury-1

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