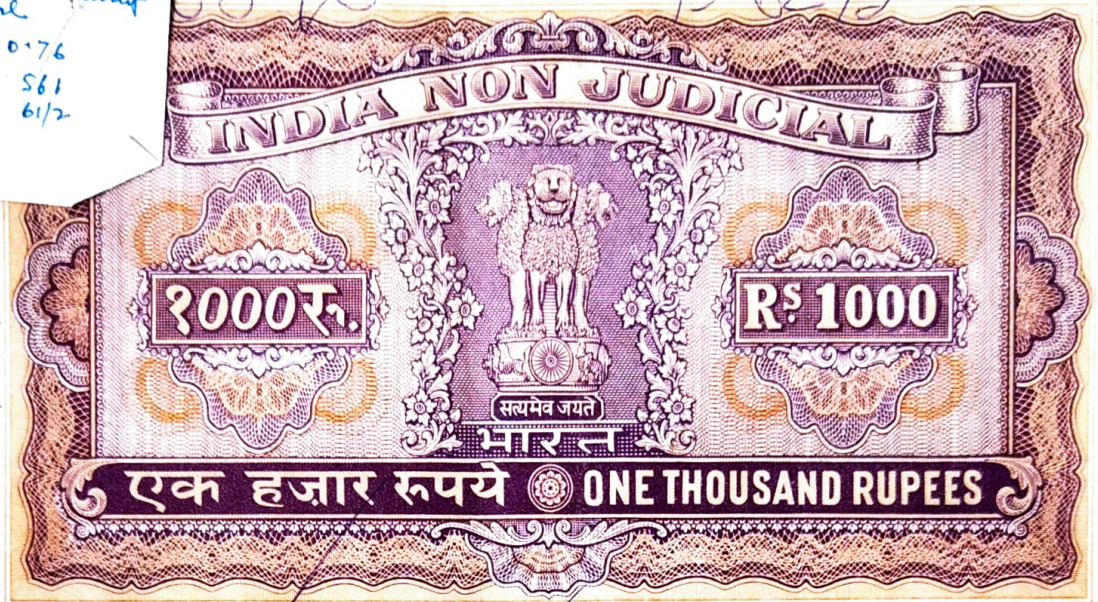


Ashok Kr Agarwala  
 by Prem Svarup  
 Besant  
 Area 0.76  
 Plot 581  
 Khatia 61/2

0846

T 6275

1000Rs.



AD. 11/11/86  
 (Or exempted under the provisions of Rule-21 of the Stamp Act, 1899 Sec. 10, Schedule I, No. 23)



A 264.00  
 N 1.80  
 265.80  
 29/10/86  
 SUB-REGISTRAR  
 SILIGURI  
 Price 950 in 88

Indrakumar Agarwala  
 Constable Attorney  
 for Prem Svarup  
 of name

9/1/88

DEED OF SALE

SALE  
Mouja-Mandlaguri  
P.S. : Siliguri  
Dist : Darjeeling  
Area : 0.76 acre  
Price : Rs.25,000/=

This DEED OF SALE made this 29<sup>th</sup> day of October 1986 at ~~KANOOBAGAN~~ Siliguri.

BETWEEN

SHRI ASHOKE KUMAR AGARWALA, son of Shri Dewaki Nandan Agarwala, by faith hindu, by occupation business, resident of K.C. Dey Road Siliguri, Post Office Siliguri, Police Station- Siliguri,

contd ... p/2

contd ... p/7

750Rs.



*Indrakumar Agard  
Constituted Attorney  
for Premswarup Agard*

page : 2

Siliguri, Sub-division - Siliguri, District -  
Darjeeling, hereinafter Called the PURCHASER(which  
expression shall mean and include unless excluded  
by or repugnant to the Context his heirs, legal  
representatives, executors, administrators and  
assigns of the one)

✓ A N D

SHRI PREMSWARUP AGARWALA (Bansal) son of Late

contd ... p/3

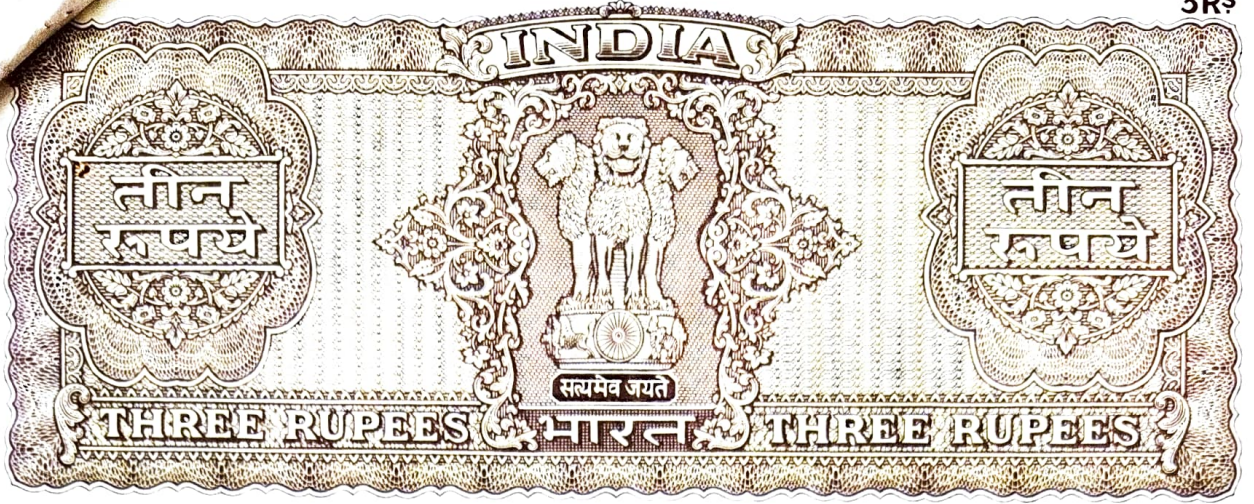


*Indrakumar Agarwal  
 Constituted Attorney  
 for Plaintiff  
 Agarwal*

page : 3

Late Nand Kishore Agarwala, by faith hindu, by occupation business, resident of Station Road, Post Office - Hisar, Police Station - Hisar, District - Hisar, Haryana, hereinafter Called the SELLER ( which expression shall mean and include unless excluded by or repugnant to the Context his heirs, legal representatives, executors, administrators and assigns of the other part)

contd ... p/4



*Indrakumar Aganle  
 Constable Attorney  
 for Pranshanand Aganle*

page : 4

WHEREAS the Seller being a tenant under Jote holder Shri Naurang Rai Agarwala had been enjoying right, title and interest in the land hereby demised from very long time exclusively.

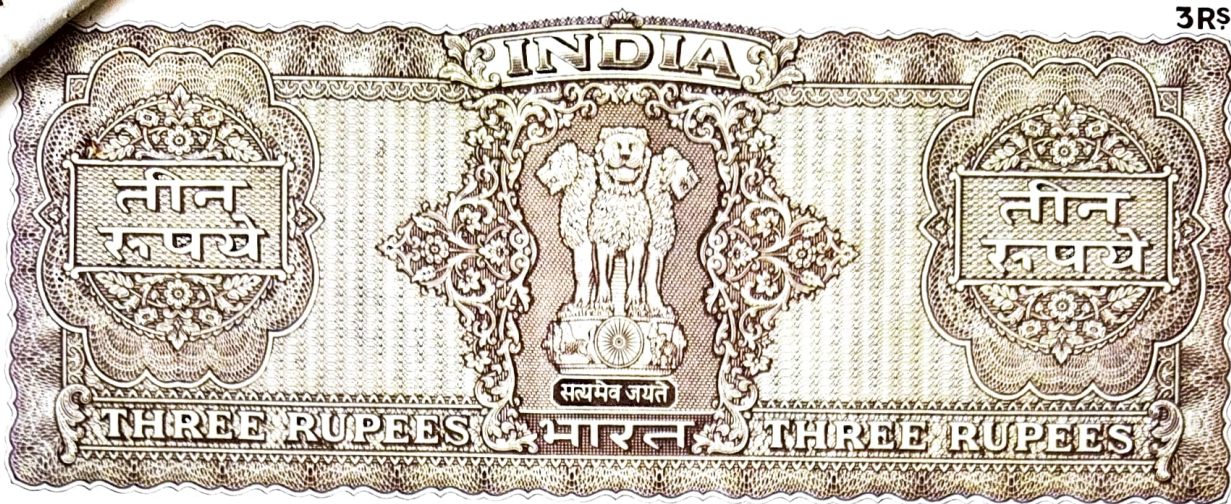
A N D

WHEREAS after enforcement of the West Bengal Estate Acquisition Act 1953 the rights of the said intermediary had been vested to the Govt. of West Bengal.

A N D

WHEREAS during such vesting of intermediary rights there was Survey Settlement Operations under

contd ... p/5



*Indrakumar Agamde  
Constituted Attorney  
for Premchand Agamde*

page : 5

under the provisions of the West Bengal Estate Acquisition Act 1953 and during such Survey Settlement Operations the land hereby sold has been duly recorded in the name of the Seller with Rayati - Swatta as per provisions of the said West Bengal Estate Acquisition Act & the Rules made there under with heritable and transferable rights.

A N D

WHEREAS during the said Survey Settlement Operation under the said West Bengal Estate Acquisi-

contd ... p/6

*Indrakumar Agarwal  
Constituted Attorney  
for Presenting of Agri*

Estate Acquisition Act the land hereby Sold was included in and formed part of plot No. 561 under Khatian No.61/2 of Mouja Mandlaguri, J.L.No. 110, Pargana Patharghata within Police Station Siliguri in the district of - Darjeeling in the name of the Seller having Rayati Swatta bishista.

A N D

WHEREAS after the completion of said Survey Settlement Operations and forming Records the Authority under the West Bengal Estate Acquisition Act & the Rules made there under declared the record of rights(Khatian) duly and finally published and the Seller has been finally affirmed and admitted as the tenant under State of West Bengal with Rayati Swatta.

A N D

WHEREAS the said Rayati Swatta of the Seller has not been affected or otherwise diminished by operation of any law. The Seller is and has been the absolute owner in physical occupation of the land hereby demised with all rights, title, interest.

A N D

WHEREAS the Seller by virtue of unaffected rights title, interest and possession has been enjoying the said

*Indrakumar Agarwal  
Constituted Attorney  
for Prem Sanyal Agarwal*

said land hereby Sold through his Constituted Attorney Shri Indra Kumar Agarwalla son of Late Bhajan Lal Agarwala from long time.

A N D

WHEREAS the Seller has neither Sold nor transferred the land hereby demised to any person previous to these presents.

A N D

WHEREAS the Seller being the de juri and de facto owner in physical possession proposed to Sell the land hereby demised measuring 0'76 acre free from all encumbrances whatsoever. And Whereas the Purchaser offered the sum of Rs. - 25,000/= (Rupees Twenty five thousand ) only as the full price of the entire land hereby demised which is fully described in the Schedule hereto below.

A N D

WHEREAS the Seller accepted the offer of the Purchaser considering the same as the highest market price and agreed to Sell the Schedule mentioned land at or otherwise the price in full Rs. 25,000/= Rupees Twenty five thousand free from all encumbrances whatsoever in nature.

NOW THIS DEED OF SALE WITNESSETH that in pursuance of the aforesaid proposal offer acceptance agreement and in consideration of payment in cash the sum of Rs. 25,000/=

*Indrakumar Agrawal  
Constituted Attorney  
for Plaintiff's side*

of Rs. 25,000/= Rupees Twenty five thousand ( the receipt of the entire consideration money whereof the Seller doth hereby admit acknowledge and from the same and every part thereof acquit release and discharge the purchaser for ever by execution of these presents) the Seller doth hereby grant convey transfer and assign free from all encumbrances and deliver actual physical quiet vacant possession unto the purchaser for ever all the land hereby sold which are fully described in the Schedule hereto below THE SELLER shall have and hold in full ownership or howsoever or otherwise the land hereby sold expressed or intended so to be and every part thereof NOW ARE OR IS HERETOFORE were or was situate butten and bounded called known numbered described or distinguished TOGETHER with all rights liberties easements privileges interests possession profits all water courses issues advantages right of ways right of drains and all other rights claims demands whatsoever both at law and in equity of the Seller into the said land hereby sold subject to payment of all future rents to the Govt. of West Bengal AND THAT the Seller had/has not done or knowingly suffered to the contrary or been privy to any act deed or thing whereby the said land hereby demised or any part thereof can be impeached or - affected in title estate or otherwise howsoever and it shall be lawful for the purchaser from time to time and at all time



*Indrakumar Ganade  
Constituted Attorney for  
Prasanna Ganade*

time hereafter peacefully and quietly enter upon HAVE HOLD OCCUPY POSSESS AND ENJOY the said land hereby sold without any trouble denial and eviction interruption claim demand or hindrance whatsoever by or from any person under the Seller and the Seller shall at all time at the request and cost of the purchaser do such acts deeds things and assurances in future for more effectually assuring the possession and enjoyment of the land hereby sold as shall be reasonably required AND it is hereby covenanted by the seller that - there exists no charge mortgage attachment or any kind of encumbrances whatsoever on the land hereby sold or any part thereof and in the event of discovery of any charge mortgage attachment or any encumbrances the seller shall be liable to return back the entire consideration money togetherwith 18% interest per annum and all other incidental costs and compensations and further the seller shall be liable for Criminal prosecution IT IS COVENANTED by the seller that there was no sale made or contract or agreement for sale made or entered into for sale or any otherwise transfer by the seller in respect to the land hereby sold previous to these presents and in case of any such discovery the seller shall be liable for prosecution as well as return back the entire consideration money together with all costs and adequate compensations and interest at the rate of 18% per

*Sudrakumar Ganale  
Constituted Attorney for  
Premnansuk Ganale*

per annum IT IS FURTHER COVENANTED that there was/is no bargadar/share cropper/or any kind of tenant on the land hereby sold and no part of the said land has been acquisitioned or requisitioned by the Govt. and in the event of any such discovery the seller shall be liable to return back the consideration money together with all costs and compensation AND IT IS COVENANTED that all rents and taxes upto this date have been paid and all covenants and conditions required to be observed have been fulfilled and in case it transpires otherwise the seller doth hereby indemnify the purchaser against any loss that may arise in consequence thereof and the purchaser shall be entitled to put his own name in place of the seller and his predecessors in interest IT IS further agreed by the seller that if for any defect in right title interest and possession the purchaser is deprived of right title interest exclusive possession and enjoyment from the land hereby demised or any part thereof the seller shall be liable to return back the entire consideration money together with costs interest at the rate of 18% per annum from the date of such dispossession or deprivation alongwith adequate compensations for any loss or injury that may have to sustain in consequence thereof IT IS FURTHER agreed by the seller that if any of the recitals made herein is/are proved to be false the seller

*Indrakumar Agard  
Constituted Attorney  
for Prembarup Agard*

seller shall return back the entire consideration money together with all compensations and interest at the rate of 18% per annum and the seller shall further be liable for penal consequences.

SCHEDULE OF THE LAND HEREBY SOLD

All that piece and parcel of land previously bansbari ( Agriculture ) measuring 0'76 acre ( Zero point Seventy six acre ) situates in the district of Darjeeling, Sub-division and Sub-Registry Office - Siliguri, Police Station - Siliguri, Pargana - Patharghata, J.L.No. 110, (one hundred ten), Touji No. 91 (ninety one), appertaining to Mouja -Mandlaguri and forming part of plot No. 561 (Five hundred sixty one) under Khatian No. 61/2 (Sixty one by two). The total land in plot No. 561 (Five hundred sixty one) is 4'42 acre ( Four point forty two acre) out of which 0'76 acre (Zero point seventy six acre) is hereby sold which is bounded by North - N. H. 31, South - C.S. plot No. 562, East - Land of J.C. Sinha, West - Seller Prem - swarup's land.

The proportionate rent for the land hereby demised is Rs. 2=30 paise payable to the District Collector - Darjeeling.

IN WITNESS WHEREOF the Seller puts his hand and Seal to this deed on the date, month and year written

Indrakumar Agarwala  
Constituted Attorney for  
Premswarup Agarwala ✓

written above through his Constituted Attorney Shri Indra  
Kumar Agarwala son of Late Bhajan Lal Agarwala of Hill Cart  
Road Siliguri ( at present at Calcutta ) by virtue of the  
Registered General Power of Attorney.

Witnesses :-

1. Gopal Chakravarty  
Siliguri

2. Bip Chakravarty  
Desbandhpora  
Siliguri

I have read & understood  
the Contents of this deed.

Indrakumar Agarwala  
Constituted Attorney  
for Premswarup Agarwala(Bansal)

Drafted & typed in my  
Office.

Jyoti  
(J.C. Shaha)  
Advocate