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29/10/86

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ADMISSION OF THE RULE-21
 Or exempt from or does not require Stamp duty
 under the Indian Stamp Act, 1899 Schedule 1 No.
 Schedule A. No. 23



FEES PAID.

SUB-REGISTRAR SILIGURI

29/10/86

Indrakumar Agarwal
 constituted Attorney
 for Indrakumar Agarwal

A 231.00
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DEED OF SALE

SALE

Mouza - Mandlaguri
P. S. : Siliguri
Dist : Darjeeling
Area : 0.75 Acre
Price : Rs.22,000/=

This DEED OF SALE made this 29th day
 of October 1986 at ~~Siliguri~~ Siliguri.

BETWEEN

SHRI ANANDA KUMAR AGARWALA, Son of Shri Dewaki
 Nandan Agarwala, by faith hindu, by Occupation
 business, residing at K.C. Dey Road, Siliguri
 Post Office - Siliguri, Police Station-Siliguri,

contd ... p/2



*Indirkumar Agarwal
 Constituted Attorney
 for Gulabchand
 Agarwal*

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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
 part)

A N D

SHRI GULAB CHAND AGARWALA, Son of Late Chanduram

contd ... p/3



Indrakumar Agarwal
 Constitutor Attorney
 108 Gulabchand
 Agarwal

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Chanduram Agarwala, by faith hindu, by Occupation retired Life, resident of Kurseong, Post Office - Kurseong, Police Station - Kurseong, District - Darjeeling, hereinafter Called the SELLER (which expression shall mean and include unless excluded by or repugnant to the Context his heirs, legal representatives, administrators and assigns of - the other part)

contd ... p/4



*Indrakumar Agarwal
 Constituted Attorney
 for Gulabchand
 Agarwal*

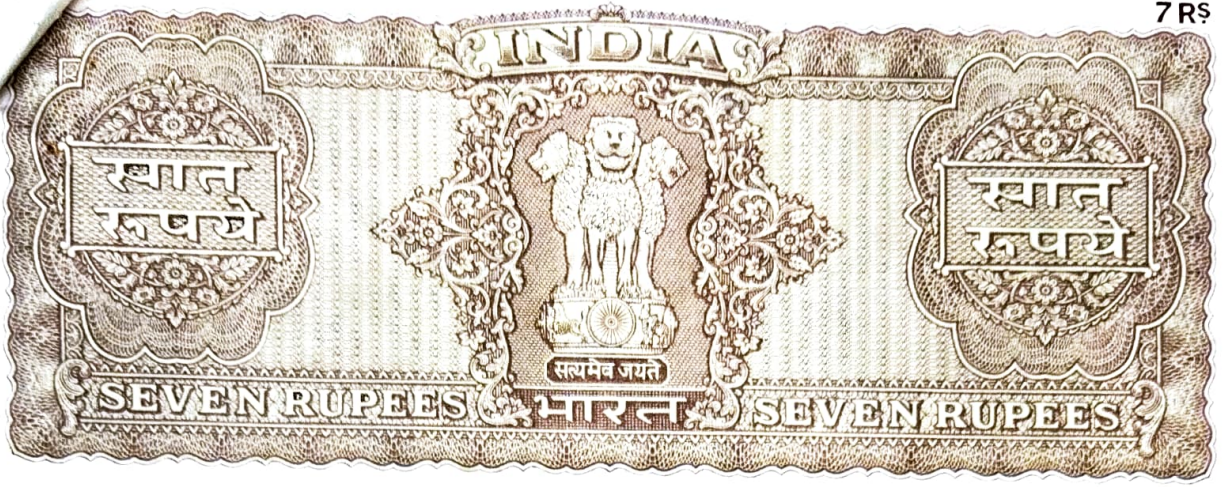
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WHEREAS one Shri Naurang Rai Agarwala had been the Jote holder and from him the Seller acquired lands in the year 1953 on yearly rent basis by Registered Patta Deed which includes the land hereby demised.

A N D

WHEREAS by virtue of the operation of the West Bengal Estate Acquisition Act, 1953 the Jotedar Shri Naurang Rai Agarwala became an intermediary and his

contd ... p/5



*Indrakumar Gangule
Constable Attorney
Gulabchandra Gangule*

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his rent receiving interest vested to the State of West Bengal.

A N D

WHEREAS during such vesting of intermediary rights there was Survey Settlement Operation under the provisions of the West Bengal Estate Acquisition Act 1953 and in such Survey Settlement Operations the land hereby demised has been duly recorded in the name of the Seller with Rayati Swatta as per provisions of the said West Bengal Estate Acquisition Act and

contd ... p/6



*Indrakumar Agarwal
 Constituted Mgr. by
 for Subchandra
 Agarwal*

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and the Rules made there under with heritable and transferable rights.

A N D

WHEREAS during the said Survey Settlement Operations Conducted under the Authority of the West Bengal Estate Acquisition Act and the Rules made there under the land hereby Sold was included and formed part of plot No. 562 of Khatian No. 61/1 in Mouza - Mandlaguri, J.L.No. 110, Pargana - Patharghata

contd ... p/7

*Indrakumar Agarwal
Constituted Attorney for
Gulabchand Agarwal*

Patharghata within Police Station - Siliguri, in the district of Darjeeling in the name of the Seller having Rayati Swatta bisistta.

A N D

WHEREAS after completion of the said Survey Settlement Operations and forming the records the Authority - under the West Bengal Estate Acquisition Act and the Rules made there under declared the Record of Rights duly and finally published U/Sec. 44(2) of the said Act and also Subsequently thereafter the Seller has been affirmed and admitted as tenant under the Government of West Bengal with Rayati Swatta.

A N D

WHEREAS the said Rayati 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 and interest.

A N D

WHEREAS the Seller by virtue of unaffected right, title, interest and possession has been enjoying the said land through his Constituted Attorney Indra Kumar Agarwala all along.

*Debra Kumar Agarwal
Constituted Attorney for
Gulabchand Agarwal*

A N D

WHEREAS the Seller has neither Sold nor otherwise transferred the land hereby Sold 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 measuring 0'75 acre hereby demised free from all encumbrances whatsoever in nature. And Whereas the Purchaser offered the Sum of Rs. 22,000/= Rupees Twenty two thousand only as full price of the entire land hereby Sold which 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 to the Purchaser at or otherwise in full Rs. 22,000/= Rupees Twenty two 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. 22,000/= Rupees Twenty two thousand (the receipt of the

*Indrakumar Ajamale
Constituted Attorney for
Subaharaj Ajamale*

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 course 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 howso-

*Indrakumar Agarwal
Constituted Attorney for
Gulabchand Agarwal*

otherwise howsoever and it shall be lawful for the purchaser from time to time and at all 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 together with 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

*Indra Kumar Agarwal
Constitute Attorney
for husband and son*

the entire consideration money together with all costs and adequate compensations and interest at the rate of 18% per annum IT IS FURTHER COVENANTED that there was/is no bargadar/share croper/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 compensation for any loss or injury

*Indrakumar Azamale
Constituted Attorney
for Gulabchand
Azamale*

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
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 Danga Puran Patit
land measuring 0'75 Acre Zero point Seventy five 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. 562 Five hundred sixty two,
under Khatian No. 61/1 Sixty one by one, The total land
belonging to Seller is 3 acre three acre in the plot No.-
562 Five hundred sixty two out of which 0'75 acre Zero -
point Seventy five acre is hereby Sold which is bounded by
North :- Land now belonging to Ashoke Kumar Agarwala,
South :- Anchal Road, East :- Land of J.C. Sinha,
West :- Land now belonging to Dewaki Nandan Agarwala.
The proportionate rent for the land hereby demised is Rs.
2=25 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 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

I have gone through the deed and understood the Contents of it.

Indrakumar Agarwala

Constituted Attorney
for Gulab Chand Agarwala.

2.

Silip Chakravarty
Deopandharpura
Siliguri

Drafted & typed in my Office

Jyoti (J.C. Shoo)
Advocate