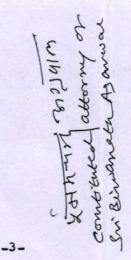


Hindu by religion, Business by occupation, permanent resident of Main Road, Bongaigaon, Post office, Police Station and District-Bongaigaon, Assam - previously resided at Siliguri Town, Post office and Police Station-Siliguri, District-Darjeeling - hereinafter called the "DONOR" (which expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, executors, administrators, representatives and assigns) of the ONE PART.

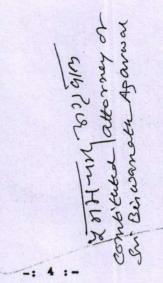


The Donor is hereby represented by his Constituted Attorney Sri Punam Chand Agarwal, son of Late Dewat Ram Agarwal, Hindu by religion, Business by occupation, resident of Siliguri Town, Post office and Police Station-Siliguri, District-Darjeeling by virtue of a Registered General Power of Attorney being No. 282 dated 20-12-2002 registered before the Office of the Sub-Registrar, Bongaigaon, Assam.

IN FAVOUR OF -

SRI ARUN KUMAR AGARWAL @ ARUN AGARWAL, son of Sri Biswanatr Agarwal, Hindu by religion, Business by occupation, resident of Ganga Apartment, Mangal Pandey Road, Siliguri Town, Post office-Siliguri Bazar, Police Station-Siliguri, District-Darjeeling - hereinafter called the "DON EE" (which expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, executors, administrators, representatives and assigns) of the OTHER PART.

of all that piece of land measuring 9 Katha 5 Chhataks or 0.1536 acre in part of Plot NO- 25, recorded in R.S. Khatian NO- 634, Sheet NO-4 of Mouza- Dabgram, P.S. Bhaktinagar, District- Jalpaiguri by virtue of a



registered Deed of Sale being NO. I-1474 dated 9-5-1996 registered before the Office of the District Sub-Registrar at Jalpaiguri, the Donor purchased the said area of land by this Deed from Sri Raghunath Das son of Late Chaitu Das of Chayanpara, Salugara, P.S. Bhaktinagar, District-Jalpaiguri who was the recorded owner of the said area of land as recorded in his Khatian being NO. 634.

AND

WHEREAS from the date of such purchase the Donor acquired the said area of land in his khas, actual and physical possession, having permanent, heritable and transferable right, title and interest therein.

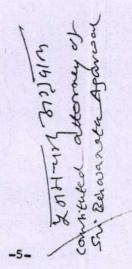
AND

WHEREAS the DONEE is the elder son of the DONOR and DONEE is the object of great love and affection to the Donor.

AND

whereas the Donor out of his great love and affection towards the Donee has decided to make a future provision for the Donee and in the circumstances has decided to make a Gift of an area of vacant land measuring 9 Katha 5 chhataks under part of Plot No.25, recorded in R.S.Khatian No. 634, Sheet No. 4

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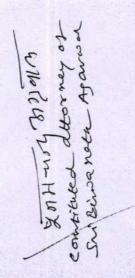
of Mouza- Dabgram, P.S. Bhaktinagar, District- Jalpaiguri as fully described in the schedule herein below (herein-after referred to as "Below Scheduled land" for the sake of brevity) to and in favour of the DONEE.

AND

WHEREAS the DONEE has also agreed to accept the said Gift property as mentioned in the Schedule herein below.

Now THIS INDENTURE WITNESSETH that in pursuance of the aforesaid desire and decision of the Donor and in consideration of deep love and affection which the Donor has for the Donee, the Donor out of his free will and without any fear, coercion, pfessure, or undue influence from any body whatsoever DoTH hereby give, grant and transfer by way of absolute Gift his said below mentioned schedule land together with all his right, title, interest, hereditaments, liberties etc. whatsoever in any way belonging to or reputed to belongs therewith and makes over vacant physical possession thereof unto and in favour of the DoneE which is free from all encumbrances and charges whatsoever.

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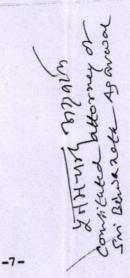
-6-

That the DONOR does hereby further declare that the Donee by virtue of these presents shall own, enjoy and possess all that piece of vacant land measuring 9 kat has 5 chhataks as fully described in the schedule herein below together with all right, title and interest TO HAVE AND TO HOLD said below scheduled land by the Donee as absolute owner thereof, peaceably and quietly, with permanent, heritable and transferable right and without any claim, objection, interference or interruption from the Donor or any person or persons claiming under him, subject to the payment of land revenue and other taxes to the Superior Landlord and/or other Lawful Authority as law may provide from time to time and the Donor Gifted his below scheduled mentioned vacant land and delivered possession of the same unto and in favour of the DONEE forhis sole use and benefit absolutely and unconditionally forever.

The Donor further declares that he has not previously transferred his said below scheduled land in any way whatsoever in favour of any other person or party nor he has created any lien, charge, mortgage, encumbrance, contract for sale or otherwise, in favour of any other person or party respecting the below scheduled land hereby transferred by way of Gift in favour of the DONEE hereof.

contd..P/7.

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The Donor further declares that he shall not revoke and or cancel this Gift and/or this Deed of Gift in future and if any such act or attempt shall taken by the Donor in future then same shall be void and shall not be maintainable in law.

The market value of the Scheduled land will be fixed by the Registering Authority, at present Rs.400=00 stamp duty is paid on the assessed value of Rs.80,000=00 (Rupees Eighty thousand) only of the donated schedule mentioned land and Non Judicial Stamps of Rs.400=00 have been tagged with this Deed of Gift accordingly.

SCHEDULE OF THE LAND HEREBY GIFTED

All that piece or parcel of Raiyati homestead vacant land measuring 9 (nine) Katha 5 (five) chhataks or 0.1536 acre under partof Plot NO- 25, recorded in Khatian NO. 634 (six hundred thirty four), Sheet NO-4, Mouza- Dabgram, J.L.NO-2, situated within pargana- Baikunthapur, Police Station-Bhaktinagar, District- Jalpaiguri. Annual rent of the aforesaid land is R.O.50 paise only payable to the Superior Landlord, the Govt.of West Bengal, through its B.L.&L.R.O. Rajganj.

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