



29/10/86

A 231.00
N 1.80
232.80

ADMISSIBLE UNDER RULE-2)

Or exempt from or does not require Stamp duty
under the Indian Stamp Act, 1899 Schedule 1 No.

OF Schedule A. No.

FEE PAID.



SUB-REGISTRAR
SILIGURI

SILIGURI

29/10/86

Indrakumar Agarwal
Constituted Attorney
for Gulabchand Agarwal

A 231.00
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232.80
P. fee 4.58
ef.

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.

Indrakumar Agarwal

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,



No. 16681 Date 21.10.86
Sold to Ananda Chandra Agarwala
of Siliguri N. J. K. P. Stamps West
Issued to him.

20/10/86
Stamp Act.
Siliguri Treasury

Presented for Registration ^{12/30} P.M. on the
29th day of Oct 86 at the
Sub-Registrar (Siliguri) (or at...)
Indra W. Agarwala



Sub-Registrar
SILIGURI

7375

Indrakumar Agarwala
Constituted Attorney
for Gulabchand Agarwala

Indra W. Agarwala
By...
S.O. W/O Shri. Bhajin Lal
Of Silg. Agarwala
Thana: Siliguri, Phansidewa,
Harbari/Naalbari,
District: DARJEELING
By Caste: Harda
By Profession: Businessman
certified attorney for

Gulab chand
Agarwala is
admitted by him. Gopal Chandra
Barly

By...
S.O. W/O K. Ch. Chakrabarty
Of Hakimpasa
Thana: Siliguri, Phansidewa,
Harbari/Naalbari,
District: DARJEELING
By Caste: Harda
By Profession: Advocate

Gopal Chandra
S/o Sri. K. A. Chakrabarty
of Hakimpasa
Siliguri

Sub-Registrar
SILIGURI



*Indrakumar 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)

AND

✓
 SHRI GULAB CHAND AGARWALA, Son of Late Chanduram

contd ... p/3

No. 995 Date 21-10-86
Sold to Ananda Ch. Agarwala
of Siliguri N. I. C. Stamps West
Rs. 166.87
Issued to him.

21/10/86

Stamp Acct.
Siliguri Treasury



SILIGURI

29/10/86



✓ Indrakumar Agarwala
 Constituted Attorney
 for Gulabchand
 Agarwala

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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

No. 995 Date 21.10.86
Sold to Francis W. Agarwal
of Siliguri N. J. C. Stamps Worth
Rs. 166.8/-
issued to him.

21/10/86
Stamp Acct.
Siliguri Treasury



29/10/86
SILIGURI



*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

No. 995 Date 21.10.86

Sold to... Francis W. Aguirre

16687- N.J.C. Stamps West

Issued to him

21/10/86

Stamp Act.
Silligal Treas.



29/10/86



*Indrakumar Gangule
 Constable Attorney for
 Gulabchand Gangule*

page : 5

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

No. 995 Date 21.10.86
Sold to Ananda Ven. Agrawala
of Idem N. I. C. Stamp Wert
Rs. 1668/-
Issued to him.

21/10/86
Stamp Acct.
Illigal Treasur



29/10/86



*Indrakumar Hajank
Constituted Attorney
for Fulghata and
Hajank*

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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

No. Date.
Sold to... Ananda Kr. Agarwala
Seligmann... N. J. ... Stamps West
Rs. 1668/-
Issued to him.

21/1/86
Stamp Aff.
Illegit Transact



29/10/86

Indrakumar,
 Constituted At
 Gulabchand

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 Agarwal all along.

page 5
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 Agar
Constituted Atte
Gulabchand Agar*

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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-

contd ... p/10

*Indrakant
Constituted
Gulabach*

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

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No 1

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

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No 13*

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 Chandra*
Siliguri

2. *Srip Chandra*
Deopandur
Siliguri

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

Indrakumar Agarwala
Constituted Attorney
for Gulab Chand Agarwala.

Drafted & typed in my Office

J.C. Ghosh
Advocate



REGISTER

J. J. [unclear]
29/10/86