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Area of Land : 7 Cottas .4 Chattaks or 0.1196 acres

Plot No : 256(Part) + 257(Part)

Khatian No : 455/1

J.L NO : 2

Sheet No : 7 (Hal)

Mouza : Dabgram

pargana : Baikunthapur

P.S. : Bhaktinagar (Previously Rajganj)

District : Jalpaiguri

Consideration : Rs. 73,000/-





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This Indenture made this Landay of the month of February of the year of one thousand nine hundred ninety six

- Between -

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Sold to Sri/Smt. Santosh Khagra

of Judicial Court Peer Stamps of Rs. 7.300 00





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- 1. Smt. Pabitra Devi Gurung wife of Dr. Pratap Singh Gurung, Hindu by religion, Grihatha by occupation residing at Singrintam Basti, Takdah, P.S, Rangli Rangli of district Darjeeling.
- 2. Smt. Sabitri Subba wife of Late Yograj Subha, Hindu by religion, Grihastha by occupation residing at Matigarah P.S. Matigarah, Dist. Darjeeling.

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Sold to Sriper Santosh Khagra

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both the parties are represented through their constructed Attorney Sri Puran Singh Gurung son of Late Dr.

Pratap Singh Gurung of Thimpu, Bhutan and also Singrintam,

Takdah, Darjeeling by virtue of Power of Attorney being no
7 for the year 1987 recorded District Sub Registry Office

Darjeeling and also being No 69 for the year 1992 duly

authenticated by the Sub-Registrar Siliguri.

3. Smt. Debu Thapa wife of Late Chana Prakash Thapa, Grihastha by occupation. 4. Sri Kanchan Thapa, 5. Sri Sristhy Thapa 6. Sri Teskhan Thapa all sons are of Late Chana Prakash Thapa and business by occupation and all the parties (3) to (6) are residing at G.T More, 2nd Mile, Sevoke Road, district: Jalpaiguri and All the parties from (1) to (6) are herein-after collectively called the Vendors (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, successors and assigns) of the ONE PART

A N D

Sri Santosh Kharga son of Late Bhim Bahadur Kharga Hindu by religion, business by occupation resideng at G.T More, 2nd Mile, Sevoke Road, P.S. Bhaktinagar, district - Jalpaiguri, berein-after called the Purchaser (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors administrators, successors and assigns) of the OTHER PART.

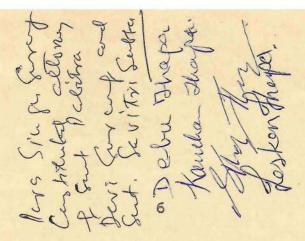
both the parties are represented through their sonaltered Astorney and Pures Singh Curung son of Late Dr.
Precap First Curung of Thimpu, Sentan and also Singulation,
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Registrar Authorized U/S. v (n)

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whereas deceased bhim Prasad Thapa was the recorded owner of the below schedule land and after his death his daughter Vendor (1) and (2) and the father of vendors no(4) to (6) and husband of vendor no (3) deceased Ghana Prakash Thapa, being the son of deceased Bhim Prasad Thapa succeed to the said land as legal heirs jointly

A N D

where EAS the vendors hereto having in need of money to meet their expenses on various accounts, offer to sell the below schedule a land measuring about 7 cottas 4 chattaks or 0.1196 acres sitituate and lying and being part of Plot no 256 and 257 appertaining to Khatian no 455/1 and delineate in the annexed map forming a part of this Indenture unto the Purchaser free from all encumbrances.

A N D

WHEREAS the purchase agrees to purchase the said land and offers No. 73,000/- (rupees seventy three thousand) only as purchase price for the said land and the vendors accepts the said purchase price of No. 73,000/- (rupees seventy three thousand) only which amount according to the vendors, it the highest market price in the locality.

NOW THIS INDENTURE withesseth that in pursuance and of the aforesaid offer and acceptance in consideration of Rs. 73,000/- (rupees seventy three thousand) only paid this

Uniterial description actually Praesa That are the Court of and are the Court of all owners of the Delete of an daughter of the Ocition of daughter vendors (2) and the Cotion of mendors no (3) to (6) an disappend of well-or no (3) described daughter of the second of the Court of Co

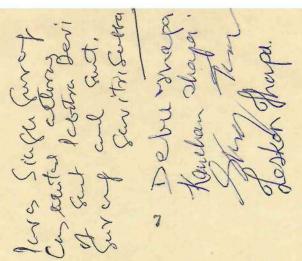
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Registrar Authorised U/S. 7 (2, of Act XVI of 1908, Jaipaiguri

Wise est the parcoses to original three than only and and and and the parcoses the country three thousand) only as parcoses price for the said land and the vender decepts the said parcoses of the price of the 73,00% (represented three three three price of the 73,00% (represented three th

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day by the purchaser to the vendors (the receipt of which amount do hereby acknowledge by vendors and they the vendors grant discharge to the purchaser from such payment) they the vendors, doth hereby convey, transfer, sell and assign unto the purchaser the said land measuring about 7 cottas & 4 chattaks or 0.1196 acres fully described and mentioned in the schedule below and delineated in RED ink in the annexed map forming a part of this Indenture TTCGETHER WITH all areas, fences hedges, ditches, ways drains, drains, water and water sourses liberties privileges, easements and appurtenances whatso-ever there unto belonging to or held or accepted therewith AND all the estate, right, title, interest, claim and demand whatso-ever of the vendors in, to upon or in to upon or in respect of the said land, hereditament and premises and every part thereof

AND

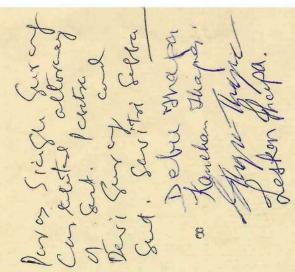
That not withstanding any act, deed or thing by the vendors am or any of their predecessors in title, they the vendors have good right, full power and absolute authori-ty to grant convey and transfer the said land hereditaments and premises unto the purchaser in the manner aforesaid A ND that the purchaser shall and may at all times hereafter preads peaceably and quietly possess and enjoy the same and receive, rents, issues and profits thereof without any lawful eviction, interruption claim or demand what-soever from or by the vendors or any person or persons having or lawfull claiming from under or in trust for the vendors or

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And that the purchaser shall and may at all times here—detur passer peacenty and quietly possess and only the saw and receive, transact and profits thereof vities any lawful swiction, interremetion claims or deathed what-account from or by the wenders or any become or persons having or tangual of the vendors or any because the teacher or persons having or



any or their predecessors intitle AND that free from all encumbrances made or suffered by the vendors or any of their predecessors in title or any person or persons having or lawfully claiming as aforesaid AND further that they the vendors and all persons having or lawfully claiming any estate or interest in said land, hereditaments, and premises or any part thereof from under or in trust from the vendors of from or under any of their predecessors in title shall and will at all times here-after at the request and cost of the purchaser do and execute or cause to be done and executed all such acts, deeds and things whatso-ever for further and more perfectly assuring the said land measure about 7 cottas 4 chattaks or 0.1196 acres, hereditaments and premise and every part thereof unto the purchaser as may be reasonably required.

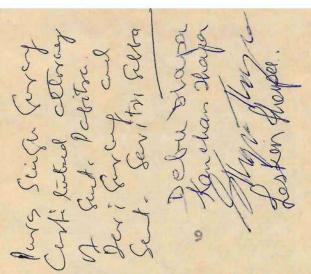
mortgage, attachement or any other encumbrances whatso-ever upon the schedule land hereby transferred, expressed or intended so to be or any part thereof at the date of these presents and in the even of discovery of any mortgage charge or attachment or any other encumbrances, the vendors shall be liable to compensate the purchaser for the loss and injury that the purchaser may sustain in consequence thereof.

THE VENDORS FURTHER DECLARE that if for any defect in title or for any act done or suffered to be done in any way with request to the schedule land hereby conveyed,

any or their predacestors in this and that free from all carmuniarances made or suffered by the vendors or any of their gredocescors in their or any person or persons having or leavenily claiming as allowed and and leavenile that the travelle vendors and all termons leaving or lawfully claiming any antage or interest in said lead, harself meants, and premions on any earth trainest from under or in trast from the unider of fiction and the uniders of fiction and times and interest in the residence or and the uniders of the or all times analyses for the results to be one and executed all classes to and acts, for a and executed all enone acts, for a and executed all enone collections or first and all the collections are all of the class of the collection and acts, for a and executed all collections or the collection and the collection and the collection and the collections of the collection and the collections of the collections.

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expressed or intended so to be by these presents, the purchaser is deprived or possession or enjoyment of the aforesaid land or any part thereof, the vendors shall be liable to refund the purchaser full or propertionate part of the consideration money as the case may be together with interest from the date of deprivation or dispossession and shall also be liable for adequate compensation for any loss or injury attending thereto to be sustained by the purchaser.

THE VENDORS FURTHER COVENANT that all rents, taxes and any other public charges payable for the land hereby transferred or expressed or intended so to be that have accrued due upto the date of these presents, have been paid and all other covenants and conditions required to be observed and professed have been so observed and performed and if it transpires otherwise, the vendors shall be liable to indemnify the purchaser for any loss resulting from the non-payment, non-observence, non-performance as aforesaid.

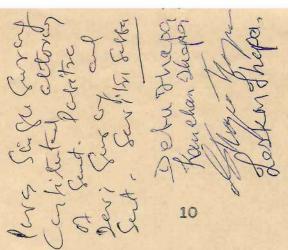
have not entered into any binding contract with any other person or persons whatso-ever to sell or to transfer other-wise the land conveyed or transferred by these presents of expressed or intended so to be or any part thereof and that there subsists no charges, mortgage, contract of sale or transfer existing with respect to the schedule land or any part there of at the date of execution of presents and if any of the recitals made herein by the vendors are proved

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to be false, the vendors shall be liable to indemnify the purchaser adequately for the loss or injury to be sustained by the purchaser in consequence thereof.

SCHEDULE ABOVE REFERRED TO

about 7 cottas 4 chattaks or 0.1196 acres situate and lying and being part of plot no 256 and 257 appertaining to Khatian no 455/1 and J.L No - 2 within Mouza Dabgram Sheet No Hal 67, pargana Baikunthapur, P.S. Bhaktinagar, (previously Rajganj) dist. Jalpaiguri and delineated in RED ink in the annexed map forming a part of this Indenture. The proportionate rent is ks.8/- (rupees eight) only to the & State of West Bengal. The land is butted and bounded as follows:-

BY THE NORTH : 30 '-0" Wide Road

BY THE SOUTH : Land of Moruli Ram & Ors

BY THE EAST : Land of Kabita Kharga

BY THE WEST : M.E.S Occupied land

In witnesses whereof the vendors hereto have here unto set and subscribed their hands and seal the day and year first

above written.

witnesses :-

1. Uffal No. Samm.

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and. Hele. Serono Roced.

Siliguri - 734401

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Drafted and explained by me and typed in my Office

(R.N Bhattacharjee)
ADVOCATE/SILIGURI

