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> Registrer Anthoniced of Act. XVI of 1908, Jalpoiged

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: 1 Cotta 5 Chattaks 'or' 0.02165 acres Area of land

: 413 (Part) plot No

: 455/2 Khatian No

: 2 J.L. NO

Sheet No : 8

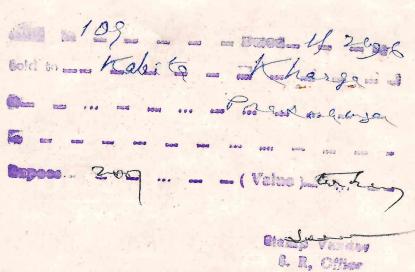
: Dabgram Mouza

: Baikunthapur Pargana

: Bhaktinagar (Previously Rajganj) Police Station

: Jalpaiguri District

: Rs. 13,200.00 Consideration



6. R. Officer



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

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Registrar Authorised U/S, 7 (R) of Am XVI of 1998, Jaipaiguri

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Singh Gurung, Hindu by religion, Grihastha by occupation resident of Singrintam Basti, Singrintam Takdah, Police Station - Rangli - Rangli, dist. Darjeeling represented through her constituted Attorney Sri Puran Singh Gurung son of Late Dr. Pratap Singh Gurung resident of Thimpu, Bhutan and also Singrintam, P.C. Takdah, Darjeeling by virtue of a registered power of attorney being no - 7 of for the year 1987 recorded in Book No - IV in the District Sub Registrar, Darjeeling hereinafter called the Vendor (which expression shall unless excluded by or repugnant to the context deemed to include her heirs, executors, administrators, successors and assigns) of the O N E P A R T

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11205 Kabita Kharga Prawood ugues Emposo 29- ... ... 2000

Registers Authorised U/S. Y (2)

of Act XVI of 1908, Jaipaiguri

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for Sent. Perities

Smt Kabita Kharga wife of Sri Santosh Kharga, Hindu by religion, business by odcupation, resident of G.T.More Sevoke Road, 2nd Mile, P.S., Bhaktinagar, district Jalpaiguri hereinafter called the Purchaser (which expression shall unless excluded by Or repugnant to the context be deemed to include her heirs, executors, administrators, successors and assigns) of the OTHER PART.

WHEREAS the vendor succeeded to the property left by her deceased father Bhim Prasad Thapa who was the khatian owner.

#### AND

WHEREAS the vendor being in need of money for meeting her expresses on various accounts offers to sell all that the piece or parcel of land measuring about 1 cottab and 5 chattaks or 0.02165 acres situate and lying and lying and being part of plot no - 413 appertaining to khatian no - 455/2 more particularly described and mentioned in the schedule below and delineated in RED ink in the map annexed hereto forming a part of this Indenture

### A N D

whereas the purchaser agrees to purchase the said land and offers a sum of Rs. 13,200/- (rupees thirteen thousand two hundred) only as the purchase price which

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Smt White Marge wife of sij Sentonh Kharne, Micholy Ledding, business my addination, resident of G.F. Wige Several Resol 2nd Mais, D.S. Shartinger, dichrist Jelpais quri Jercicaliter celled the Functioner (which expression shall maked the finite context to shall maked the included by a produced to include the Leise, available, and include the Leise, available, and include the Leise, available, and application of the C.T.H.E.R.D.B.R.T.

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the vendor accepts and according to her, the said purchase price is the highest market price prevailing in the locality.

NOW THIS INDENTURE witnesseth that the pursuance of the aforesaid offer and acceptance Kand in consideration of Rs. 13,200/- (rupees thirteen thousand two hundred) only paid this day by the purchaser to the vendor the receipt of which amount do hereby acknowledge by vendor and she the vendor grants discharge the purchaser from such payment) she, the vendor, doth hereby convey, transfer, sell and assign unto the purchaser the said land measuring about 1 cottah 5 chattaks or 0.02165 acres fully described and mentioned in the schedule below and delineated in RED ink in the annexed map forming a part of this Indenture TOGETHER WITH all areas, fences hedges, ditches, ways, drains, drains, water and water courses liberties, privileges, easements and appurtenances whatso-ever there unto belonging or held or accupied therewith AND all the estate, right, title, interest, claim and demand whatso-ever of the vendor in, to, upon or in to upon or in respect of the said land, hereditament and premises and every part thereof

#### A N D

That not withstanding any act, deed or thing by the vendor or any of her predecessors in title, she the vendor has good right, full power and absolute authority to grant convey and transfer the said land hereditaments and premises

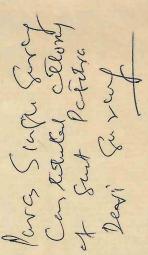
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tis vendor accepts and specialing to her, the said purchase price is the intellent market price provailing inthe locality.

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unto the purchaser in the manner aforesaid AND that the purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the same and receive, rents, issues and profits thereof without any lawful eviction, interruption claim or demand whatso-ever from or by the vendor or any person or persons having or lawfull claiming from under or in truss for the vendor or any of her predecessors in title AND that free from all encumbrances made or suffered by the vendor or any of her predecessors in title or any person or persons having or lawfully claiming as aforesaid AND further that she the vendor and all persons having or lawfully a claiming any estate or interest in said land, hereditaments, and premises or any part thereof from under or in trust from the vendor or from or under any of her predecessors in title shall and will at all times hereafter at the request and cost of the purchaser do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly assuring the said land measure about 1 cottat 5 chattaks or 0.02165 acres, hereditaments and premises and every part thereof unto the purchaser as may be reasonably required.

TT IS FURTHER DECLARED that there exists no charge, mortgage, attachment or any other encumbrances whatsoever upon the scheduled land hereby transferred, expressed or intended so to be or any part thereof at the date of these presents and in the event of discovery of any

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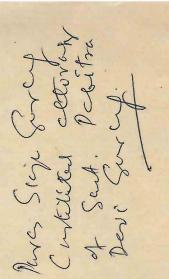
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mortgage, charge or attachement or any other enchambrances, the vendor shall be liable to compensate the purchaser for the loss and injury that the purchaser may sustain in consequence thereof.

THE VENDOR FURTHER DECLARES 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, 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 Vendor shall be liable to refund the purchaser full or propertinonate 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 VENDOR FURTHER COVENANTS 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 vendor shall be liable to indemnify the purchaser for any loss resulting from the non-payment, non-observance, non-performance as aforesaid.

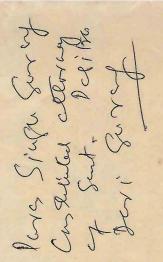
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The William County of the state of the state

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has not entered into any binding contract with any other person or persons whatso-ever to sell or to transfer otherwise the land conveyed or transferred by these presents or expressed or intended s-o to be or any part thereof and that there subsists no charge, mortgage, contract of sale or transfer existing with respect to the scheduled a land or any part there of at the date of execution of presents and if any of the recitabs made herein by the Vendor are proved to be false, the vendor 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 1 cottah 5 chattaks or 0.2165 acres situate any lying and being a part of plot no 413 appertaining to khatian no 455/2, J.L no - 2 within sheet no - 8, Mouza - Dabgram, pargana - Baikunthapur, P.S, Bhaktinagar (reviously Rajganj) district Jalpaiguri, delineated in RED ink in the annexed map forming a part of this indenture. The proportionate rent is Rs. 1/- (rupees one) only payable 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 Murali Ram

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BY THE WEST Land of the Purchaser

BY THE EAST Land of the Vendor

In witnesses whereof the vendor hereto has here unto set and subscribed her hand and the seal the day and year first above written.

Witnesses :-

1. Uffal Mr. Samer. 2nd Mile. SWOKE Roced. 5 iligoni - 784401.

Uffal Mr. Somer.

Sol, Soi Ramandon Gr. Sarriage. Custilited altorney

2nd Mile. Sevoke Rosed.

Silianni-734401

2. Signet marker, Sistinger,

Drafted and explained by me and typed in my Office

( R.N Bhattacharjee ) ADVOCATE/SILIGURI

W.B/994/74

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