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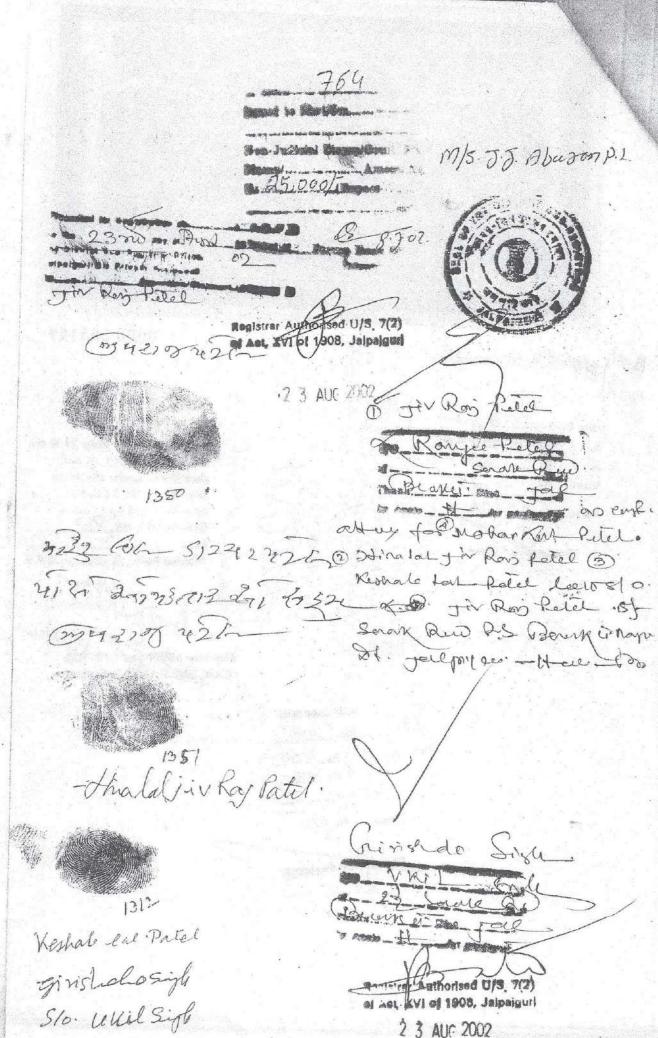
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DEED OF SALE
THIS INDENTURE MADE ON THIS THE 2320 DAY OF AUGUST
TWO THOUSAND AND TWO

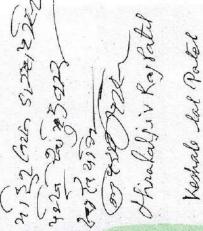
VALUE OF RS 30,00,000/=
AREA - \$2.36 KATHAS
NCLUDING STRUCTURE
P.S. BHAKTINAGAR
MOUZA DABGRAM
KHATIAN NO , 90/1
SHEET NO , 98
PLOT NOS. 80/777 & 81/780
JL. No. 2; AND TOUZI NO.3

BETWEEN

J.J. ABASAN PRIVATE LIMITED, at 159, Rabindra Sarani, 2<sup>nd</sup> floor, Kolkata- 7 - hereinafter called the PURCHASER (which expression shall mean and include unless excluded by or repugnant to the context its heirs executors, successors, representatives and assigns) of the ONE PART;

<u>A</u> N D

SHRI JIV RAJ PETEL SON OF LATE RAMJEE PETEL 2. SHRI HIRA LAL JIV RAJ PETEL 3 SHRI KESHAB LAL PETEL BOTH ARE SONS OF SHRI JIV RAJ PETEL 4 SHRI MUHAN LAL DAYA PETEL SON OF SHRI JIV RAJ PETEL, no 4 represented by his constituted afterney SHRI JIV RAJ RAMJEE PETEL, by religion hindu, by eccupation business, residing at Sevoke Road, 2 Mile, P.S. Bhaktinasar District Jalpaiguri (General power No. IV- 93 regd. On. 13.8.99 at District Sub-Registry Office Jalpaiguri) hereinafter called the SELLERS (which expression shall mean and include unless excluded by or repugnant to the context their heirs executors successors, representatives and assigns of the OTHER PART.



WHEREAS one Tuta Ram Sharma S/O Late Jvotiswar Sharma resisting at Sevoke Road 2. Mile P.S. Rajganj at present Bhaktinagar District Jalpaiguri was recorded tenent under the Revisional Settlement under the landlord the State of West Bengal in khatian no. 90/1, sheet no. 8, plot no. 80/777 area 60 dec. and 81/780 area 46 dec situated within Pargana Baikunthapur Mouza Dabgram P.S. Rajganj at present Bhaktinagar District Jalpaiguri.

## A N D

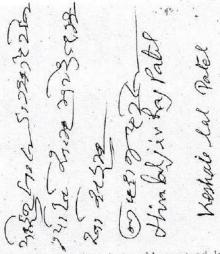
WHEREAS the said Tula Ram Sharma alias Tula Ram Sharma Parajuly executed 16 separate deeds being no. 1618 & 1620, on. 6.7.83 at Sadar Joint Sub-Registry Office Jalpaiguri, being no. 4586 & 4588 on. 28.06.84 at District Sub-Registry Office Jalpaiguri in throur of Mohan Lal Daya Perel i.e. seller no. 4, Hira Lal Jiv Raj Petel i.e. seller no. 2 Ratansree Yulji Petel & Shibjee Manjee Petel; being no. 4662 on, 8.7.82 at District Sub-Registry Office Jalpaiguri, being no. 1619 on. 6.7.83 at Sadar Joint Sub-Registry Office Jalpaiguri, being no. 1585 on. 28.6.84 at District Sub-Registry office Jalpaiguri infavour of Hiralal Jiv Rai Petel i.e. seller no. 2.being no. 4663 on. 8.7.82 at District Sub-Registry office Jalpaiguri, being no. 1616 on. 6.7.83 at Sadar Joint Sub-Registry Office Jalpaiguri, being no. 4584 on. 28.6.84 at District Sub-Registry office julpaiguri infavour of Ratanshree Yulji Petel, being no. 4660 on. 8.7.82 at District Sub-Registry office Jalpaiguri, being no. 1617 on. 6.7.83 at Sadar Joint Sub-Registry Office Jalpaiguri, being no. 4583 on. 28.6.84 at District Sub-Registry Office Jalpaiguri infavour of Shibjee Manjee Petel, being no. 4661 on. 8.7.82 at District Sub-Registry office Jalpaiguri, being no. 1621 on. 6.7.83 at Sadar Joint Sub-Registry office Jalpaiguri and being no. 4587 on. 28.6.84 at District Sub-Registry office Jalpaiguri infavour of Mohan Lal Daya Petel i.e. seller no. 4.

## $\underbrace{A \quad , \quad N \quad \cdots \quad D}_{}$

WHEREAS the said Shibjee Manjee Petel executed 6 separate deeds being nos. 4443, 4444 & 4451 on 21.8.85 at District Sub-Registry office jalpaiguri infavour of Keshab Lal Petel i.e. seller no. 3 being nos. 4442,4448 & 4449 on. 21.8.85 at District Sub-Registry Office Jalpaiguri infavour of Jiv Raj Petel i.e. seller no.1 and the said Ramashree Yulji Petel executed 6 separate deeds being nos. 4445, 4446 & 4447 regd. on. 21.8.85 at District Sub-Registry Office Jalpaiguri infavour of Jiv Raj Petel i.e. seller no.1 and being nos. 4452, 4453 & 4454 on. 21.8.85 at District Sub-Registry Office Jalpaiguri infavour of Keshab Lai Petel i.e. seller no. 3 and the sellers have got right title and interest having permanent heritable and transferable interest therein and the said land is in khas actual physical possession of the sellers on the date of these presents.

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WHEREAS the purchaser who was in search of a piece of homestead land for his occupation has offered to purchaser the said 52.36 kathas of land for a consideration of Rs. 30,00,000=00 (Rupees thirty lakhs) only.

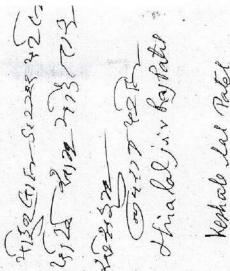
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WHEREAS the said sellers finding the aforesaid offer of the purchaser as fair, reasonable and highest prevailing in the present market price has agreed to sell 52.36 kathas of land more fully and particularly described in the schedule below to and in favour of the purchaser free from all encumbrances whatsoever.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said offer and acceptance and also in consideration of the sum of Rs. 30,00,000=00 (Rupees thirty lakhs) only, paid by the purchaser to the sellers (the receipt whereof seller doth hereby acknowledge and grant discharge to the purchaser from the payment thereof) the sellers doth hereby grant, convey, assign, transfer and assure unto the purchaser the aforesaid and described in the schedule below together with all rights, liabilities, easements, appendices and appurtenances belonging to or in any way appertaining to the said lands, the absolute estate free from all encumbrances and charges whatsoever and all the right, titles and interest of the vendor into and upon the land hereby conveyed expressed or intended so to be TO HAVE AND TO HOLD the same subject to the payment of rent tax etc, payable to the Superior Landlord, the State of West Bengal.

AND THE sellers doth hereby covenant with the purchaser that the interest which the sellers professes to transfer, subsists and the vendor has full authority and good power to transfer the land hereby transferred or intended so to be unto the purchaser in the manner aforesaid and the seller or any person claiming under him shall and will from time to time at all times hereinafter at the request and cost of the purchaser do execute all such acts, deeds and things whatsoever for further and more effectually assuring the enjoyment and possession of the purchaser thereof and therein as shall and may be required.

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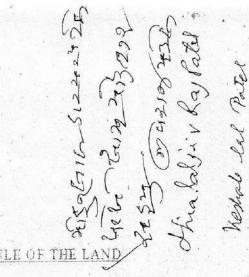


IT IS FURTHER DECLARED that the land described in the scheduled below held by the sellers have not been surrendered or forfeit and that there exists no charge, mortgage, attachment or any other encumbrances whatsoever upon the scheduled land hereby transferred, expressed or intended so to be or any part thereof at the date of these presents

THE SELLERS further covenants that all rents and other public charges payable for the land hereby transferred or expressed or intended so to be that has accrued due upto the date of these presents have been paid and all other covenants and conditions required to be observed and performed and in case if it transpires otherwise the sellers shall be liable to indemnify the purchaser for any loss or injury resulting from any such nonpayment, non-observance and non-performance as aforesaid.

THE SELLERS FURTHER declares that the entire property forming, subject matter of the present conveyance is in khas and actual physical possession of the sellers at the date of these presents. If for any defect to the title or for any act done or supposed to be done by these presents other then those mentioned herein above and the purchaser is deprived of possession of enjoyment of the land hereby transferred or expressed or intended so to be by these presents or any part thereof the sellers shall be liable to return to the purchaser the full or proportionate part of the consideration money as the case may be together with interest.

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ALL that piece or parcel of land measuring 52.36 kathas or 0.864 acre of land at an annual rental of Rs. 0=18 only, appertaining to and forming part of 36.56 acres of land at an annual rental of Rs. 7=26 only, the proportionate rent for the demised plot of land is payable to the landlord the State of West Bengal represented by the B.L.&.L.R.O.Rajganj situated within Pargana Baikunthapur Mouza Dabgrum P.S. Bhaktinagar S.R.Office and District Jalpaiguri J.L.No.2, Touzi no. 3, recorded in khatian no. 90/1 ninety by one, sheet no.08 eight, plot no.80/777 eighty by seven hundred seventy seven measuring 0.60 acre. plot no. 81/780 eighty one by seven hundred eighty measuring 0.46 acres, in two plots measuring 1.06 acres out of that 0.864 acre or 52.36 kathas of land including two storied building is hereby sold and delineated in the plan shown by the red border annexed herewith.

## BOUNDARY OF THE LAND

North

Land of plot no. 8/80 & 8/81.

South

Land of Bhulan Guest House.

East

Land of sellers.

West

P.W.D. Reserve land & sevoke road.

IN WITNESSES WHEREOF the seller hereby has signed and amexed this deed in presence of the witnesses on the date first above written at Jalpaiguri.

WITNESSES

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(Dulal Ghosh, Deed Writer) L.C.No.28, D.S.R.Office

Jalpaiguri



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

AUG 2002

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Being No. StS

