



108 2051 23 597

4017-3921 200Rs.

23 1.05 = 20  
 20/10/92

Certified that  
 the above document duly of Rs. 1000/-  
 has been signed by the Draft holder  
 MTTB/45 dated 29/10/92  
 203593

A 44.00  
 P.S. Matigara  
 20.5.97

Attest  
 Registrar's Office  
 20/10/92  
 U.S. Act of  
 1899

Raj Kumar Gupta

addl. Dist. Sub-Registrar  
 Siliguri, Dist. Darjeeling

Raiyoti Land: 5katha.

Price: Rs. 5000/00.

P.S. Matigara.

23 2000/-  
 20/10/92  
 20000/-  
 201000/-

DEED OF SALE

Admissible under rule 21 duly stamped  
 Stamp Paid A 220/-

Attest  
 addl. Dist. Sub-Registrar  
 Siliguri, Dist. Darjeeling  
 (contd. to 2)

MTTB/45  
 " 203593 "  
 29/10/92 1000/-

323

31519

Agay Kr. Rang  
Shillong



Presented for Registration at 12-15  
in the day of May 1997  
at Siliguri Sub-Registrar Office  
by Raj Kh. Gupta  
ASSISTANT CLAIMANT ATTORNEY

Signature  
B. K. Gupta

Exemption is admitted

Raj Kumar Gupta

Raj Kh. Gupta -  
510 Ganga Gadih Basad Gupta

Signature  
add. Dist. Sub-Registrar  
Siliguri Dt. Darjeeling

Station Road  
P. S. ...  
Dist. Darjeeling/Jalpaiguri  
by Caste ...  
Profession ...



23.5.97

Raj Kumar Gupta

Identified  
Mr. Islam  
510 Late Mr. Sahelgan  
of Malagan  
P. S. ...  
Dist. Darjeeling/Jalpaiguri  
by Caste ...  
Profession ...

Mr. Islam  
510 Late Mr. Sahelgan  
Malagan

Signature  
add. Dist. Sub-Registrar  
Siliguri Dt. Darjeeling  
23-5-97

50 Rs.



Page-2 .

*Raj Kumar Gupta*



This Indenture is made on this the 20th day of  
May .1997 .

(contd..to 3)

Raj Kumar Gupta

B e t w e e n

SRI.AJAY KUMAR GURUNG, son of Sri.D.B.Gurung, Hindu by religion, by occupation business, residing at Malki, P.S. Laitumkhra, Shillong-3, in the State of Meghalaya, hereinafter called the PURCHASER (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, legal representatives, administrators and assigns) of the One Part.

A n d

SRI.RAJ KUMAR GUPTA, son of Sri.Jagadish Prasad Gupta, Hindu by faith, business by occupation, residing at Station Feeder Road, P.O. & P.S. Siliguri, Dist. Darjeeling, hereinafter called the VENDOR (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, legal representatives, administrators and assigns) of the Other Part.

Whereas the vendor is the absolute owner in sixteen annas share and in exclusive khas and physical possession of all that piece or parcel of Raiyoti Agricultural land measuring 0.67acre by virtue of a registered Deed of Sale Being No.6709, Dated 14.10.1988, executed by Sri.Nityananda Saha constituted Attorney for Sabitri Rani Saha, land measuring 0.45acre by virtue of a registered Deed of Sale Being No.6722, Dated 14.10.1988, executed by Smt.Santi Rani Saha, and land measuring 0.10 acre by virtue of a registered Deed of Sale Being No.6719, Dated 14.10.1988 executed by Sri.Nirmal Kumar Saha, all Deed registered at Siliguri Sub-registry office, having permanent heritable and transferrable right, title and interest therein, and that the said land is also free from all encumbrances and charges whatsoever.

A n d

Whereas the vendor being in need of money for investing the same in some lucrative enterprises has offered for sale the land measuring 5 five katha or 0.0825acre, as fully described in the schedule below, as shown and delineated by RED border boundary line map/plan annexed

Raj Kumar Gupta

herewith forming part of these presents (Lay out Plan Plot No.60) out of the vendor's aforesaid total land free from all encumbrances and charges whatsoever.

A n d

Whereas the Purchaser relying on the aforesaid statements of the vendor has agreed to purchase the said below schedule land for his residential purpose, at or for the price of Rs.5000/00 (Rupees five thousand) only, free from all encumbrances and charges whatsoever.

A n d

Whereas the vendor considering the said price so offered by the purchaser as fair, reasonable and highest has also finally and firmly agreed to sell the said below schedule land to the purchaser at or for the said price of Rs.5000/00 (Rupees five thousand) only free from all encumbrances and charges whatsoever.

NOW THIS INDENTURE OF SALE WITNESSETH THAT in pursuance of the aforesaid offer, acceptance and in consideration of the sum of Rs.5000/ (Rupees five thousand) only, paid by the purchaser this day to the vendor in cash ( the receipt whereof the vendor doth hereby acknowledge as having received and the vendor also grants full discharge to the purchaser from the payment thereof) the vendor doth hereby convey, assign, sell and transfer the said below schedule land together with all right, title, interest, liberties, easements, trees and fences whatsoever any way belonging to or reputed to belong therewith and makes over possession thereof unto and in favour of the purchaser absolutely and for ever TO HAVE AND TO HOLD the same by the purchaser as absolute owner thereof peaceably and quietly with permanent heritable and transferrable right, title and interest and without any objection, interference or interruption from the vendor or any person or persons claiming under him, subject to the payment of land revenue and other taxes to the Superior landlord - now the Govt. of West Bengal.

Raj Kumar Gupta

The vendor declares that the interest which he professes to transfer hereby subsists as on the date of these presents, and that the vendor has not previously sold, transferred, mortgaged, contracted for sale or otherwise the said below schedule land to any other person or party, and that the land hereby transferred, expressed or intended so to be suffers from no defect of title and that the recitals made hereinabove are all true and in the event of any contrary is proved, then the vendor shall be liable for false recitals and shall also be liable to make good the loss which the purchaser may suffer or sustain resulting therefrom.

The vendor further covenants with the purchaser that if for any defect of title of the said below schedule land or for any act done or suffered to be done by the vendor, the purchaser is deprived of ownership or of possession of the said below schedule land or any part thereof in future, then the vendor shall forthwith return to the purchaser the full or proportionate part of the consideration money as the case may be together with an interest @ Rs. 2/00 (Rs. Two) percent per month from the date of such deprivation of ownership or of possession, and the vendor shall further be liable to pay adequate compensation to the purchaser for any other loss or injury which the purchaser may suffer or sustain in consequence thereof.

The vendor further declares that the vendor at the request and costs of the purchaser that the vendor do execute all such act, deed or thing whatsoever if the purchaser so require in future for peaceful enjoyment and possession of the said below schedule land hereby sold by the vendor by these presents.

Raj Kumar Gupta

SCHEDULE OF THE LAND HEREBY SOLD :

All that piece or parcel of Raiyoti Homestead land measuring 5 five Katha or 0.0825 acre in Part of Plot No.155 (New), Khatian No.112, of Mouza Shisabari, J.I.No.41, within the Jurisdiction of Police Station Matigara, Sub-Division and A.D.S.R. Office Siliguri, Paragana Patharghata, Touzi No.91, Dist. Darjeeling. The said land is butted and bounded as follows :

North : Land of Dambar Bahadur Gurung (Lay out Plot No.37 & 37A).

South : Twenty feet Width Private Road.

East : Land of T.B. Gurung (Lay out Plot No.61).

West : Land of B.K. Gurung (Lay out Plot No.59).

Proportionate yearly rent is Rs.0.35 paisa payable to the Govt. of West Bengal.

Cost of the Road has been paid by the purchaser proportionately.

The said land is situated within Champasari Gram Panchayet.

IN WITNESS WHEREOF THE VENDORS, in good health and conscious mind set and subscribe his hand on this Deed on the day, month and year first above written.

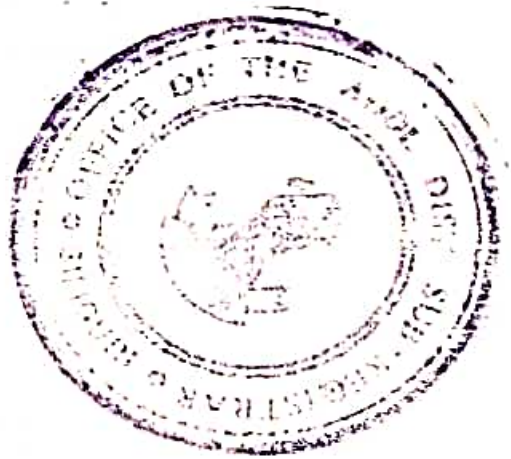
Witnesses :

① *Maula Islam*  
*570 late masehalya*  
*Mulla Ghor*

② *394/5015*  
*Mulla Ghor*

Prepared, typed, read over and explained by me :

*Sauli Gopal Banik*  
(Santi Gopal Banik)  
Deed-Writer, Siliguri,  
Licence No.30/1984.



*24/10*  
sedl. Dist. Sub-Regan  
Wigan Du Dattalia

Book No .....  
Vol. no No *66* .....  
Pages *349* to *354* .....  
Beinj No *3421* .....  
for the year *1997* .....

*Registration*

*W. S. Singh*  
18-11-97



FORM - A  
(CERTIFICATE OF MUTATION)

TO,  
Sri Ajay Kumar Guring  
S/o D. B. Guring  
Maliki P.S. Lailumkhrs  
Shillong - 3

Ref: His/Her/Their prayer dated S-11-99 vide  
Mutation Case No. 661/RI/e

He/She/They is/are informed that his/her/their name  
has/have been mutated in respect of the land described the schedule  
below :-

The Schedule of Land

- 1) District: Darjeeling
- 2) Police Station: Siliguri
- 3) Mouja: Ghisabari
- 4) J.L.No. 41
- 5) Khatian No. 112
- 6) Plot No. 155/P
- 7) Area: 0.08acre.



Revenue Officer  
Officer Specially Empowered  
U/S 50 of W. B. L. R. Act  
Siliguri Block, at Maligao  
Prescribed Authority U/S. 50 of the  
West Bengal Land Reforms Act. 1955.

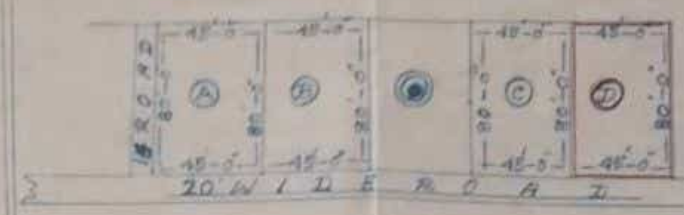
Mouza SHISHABARI  
T.L. NO. 41  
P.S. NETAGORA  
DIST. DARRANG  
ASSAM'S STATE

PART TRACK MAP OF



SOLE ROAD SHOWN IN RED

SHOWN 5 KATHAS OF LAND IN BLOCK - (A) 5 KATHAS OF LAND IN BLOCK - (B) 5 KATHAS IN BLOCK - (C) AND 5 KATHAS IN BLOCK - (D) IN PLOT NO. 150 AND 155 OF MOUZA - SHISHABARI T.L. NO. 41 WITH MHA SURVEYMENT SHOWN IN RED



NAME OF SELLER

SRI RAJ KUMAR GUPTA  
S/O SRI JAYDISH PRASAD GUPTA  
25 STATION ROAD, SILIGURI  
P.O. P.S. SILIGURI  
DIST. DAKSHIN

NAME OF PURCHASER

BLOCK - (A) SRI GAUTAM GURUNG  
S/O SRI R. B. GURUNG  
OF LALCHAND, SHILLONG - 1  
MEGHALAYA

BLOCK - (B) SRI ROHIT GURUNG  
S/O SRI R. B. GURUNG  
OF LALCHAND, SHILLONG - 1  
MEGHALAYA

BLOCK - (C) SRI BIDAY KUMAR GURUNG  
S/O SRI H. B. GURUNG  
OF LALCHAND, P.S. SHILLONG  
MEGHALAYA

BLOCK - (D) SRI ARY KUMAR GURUNG  
S/O SRI D. B. GURUNG  
OF MAJRI, P.S. LAITUMKHA  
SHILLONG - 3, MEGHALAYA

SCHEDULE OF LAND

NAME OF MOUZA	T.L. NO.	BLOCK	PLOT NO.	KATHA NO.	AREA SOLD	TOTAL
SHISHABARI	41	(A)	155 (PART) 150 (PART)	278	0.07 ACRES 0.01 "	0.08 ACRES = 5 KATHA
		(B)	155 (PART) 150 "	408	0.06 ACRES 0.02 "	0.08 ACRES = 5 KATHA
		(C)	155 (PART) 150 "	289	0.06 ACRES 0.02 ACRES	0.08 ACRES = 5 KATHA
		(D)	155 (PART) 150 "	293	0.05 ACRES 0.03 "	0.08 ACRES = 5 KATHA ✓

BLOCK - (A)

NORTH: - L.O. SITA CHETRI  
SOUTH: - 20' WIDE ROAD  
EAST: - L.O. ROHIT GURUNG  
WEST: - 14' WIDE ROAD

BLOCK - (B)

NORTH: - L.O. BUMA ADHIKARI  
SOUTH: - 20' WIDE ROAD  
EAST: - L.O. H.B. GURUNG  
WEST: - L.O. GAUTAM GURUNG

BLOCK - (C)

NORTH: - L.O. H.B. GURUNG  
SOUTH: - 20' W. ROAD  
EAST: - L.O. ARY K. GURUNG  
WEST: - L.O. H.B. GURUNG

BLOCK - (D)

NORTH: - L.O. T.B. GURUNG  
SOUTH: - 20' WIDE ROAD  
EAST: - L.O. T.B. GURUNG  
WEST: - L.O. B.K. GURUNG

SIGNATURE OF SELLER

Prepared by:  
Sri. A. K. Saha  
12/11/15

200Rs.

3747 I 71043



Certified that  
The amount of Rs. 1000  
has been received by me from  
MATTB/45 dated 29/9/97  
203400

Raj Kumar Gupta

Atmhopf & My  
Registering Office  
21.10.97  
U/S 41 & 42 of  
L.S. Act, 1899

Distt Sub-Registrar  
Siliguri, Dist. Darjeeling

Raiyoti Land: 5katha.

Price : Rs. 5000/00 .

P.S. Matigara.

DEED OF SALE

admissible under rule 21 duly stamped  
(if stamp is not or does not recd)  
stamp duty under the Indian Stamp Act  
1899 schedule IA. 23  
Tax Paid.

(contd..to 2)

A 220  
Atmhopf & My  
Distt Sub-Registrar  
Siliguri, Dist. Darjeeling

21.10.97

25000/- of MTTB/45  
5000/- " 203400"  
20000/-  
21/9/97  
1000/-

325 2/5/97  
Bijay Kr. Gupt  
Shillong



Presented for Registration at 11 A.M.P.  
on 23rd day of May 1977  
at Siliguri Sub-Registrar Office.  
Raj Kr. Gupta  
EXECUTANT/CLAIMANT/ATTORNEY

Execution is admitted

Raj Kumar Gupta

Raj kr. Gupta  
s/o Jagadish pd.  
Gupta

*[Signature]*  
Addl. Dist. Sub-Registrar  
Siliguri Dist. Darjeeling  
23.5.77

\*\*\*\*\*  
P. B. ...  
Dist. Darjeeling/Jalpaiguri  
by Caste ...  
Profession ...



3245  
Raj Kumar Gupta

Dist. Sub-Registrar  
Siliguri Dist. Darjeeling

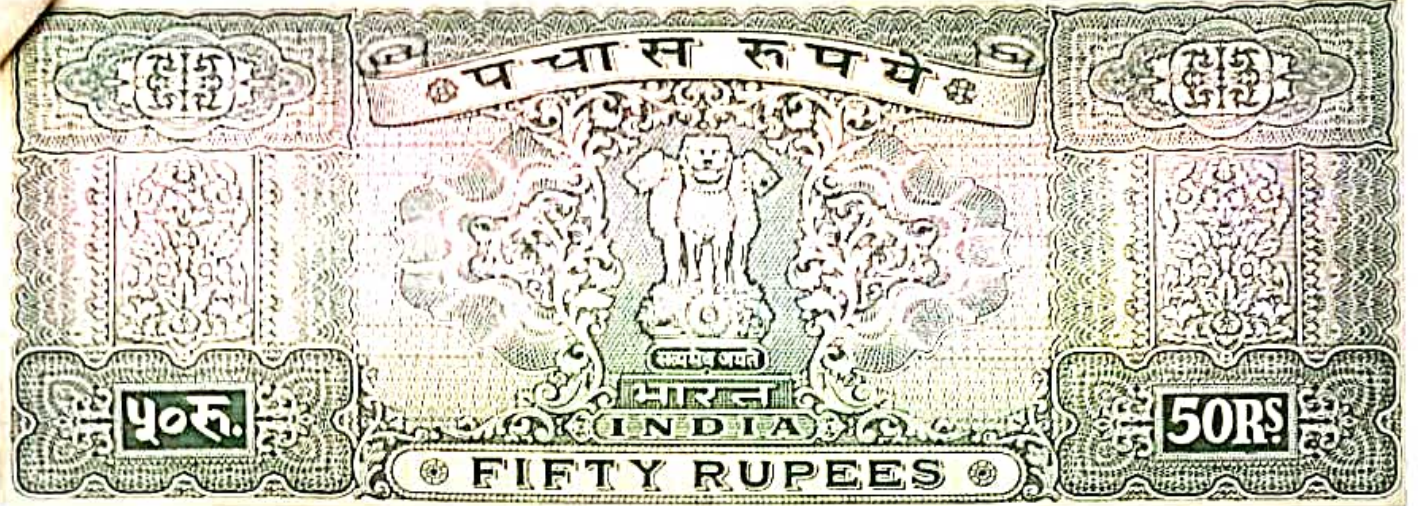
Identified

Mr. Islam  
s/o Late Mr. Sahabjan  
Mauagur

Mr. Islam  
s/o Late Mr. Sahabjan  
\*\*\*\*\*  
P. B. ...  
Dist. Darjeeling/Jalpaiguri  
by Caste ...  
Profession ...

*[Signature]*  
Addl. Dist. Sub-Registrar  
Siliguri Dist. Darjeeling  
23.5.77

50 Rs.



Page-2 .

*Rajkumar Gupta*

This Indenture is made on this the 20<sup>th</sup> day of  
May .1997 .

(contd..to 3)

Raj Kumar Gupta

B e t w e e n

✓  
SRI.BIJAY KUMAR GURUNG,son of Sri.H.B.Gurung,Hindu by religion,by occupation business,residing at Lalchand,P.S.Shillong,in the State of Meghalaya,hereinafter called the PURCHASER (which expression shall mean and include unless excluded by or repugnant to the context his heirs,executors,successors,legal representatives,administrators and assigns) of the One Part.

A n d

✓  
SRI.RAJ KUMAR GUPTA,Son of Sri,Jagadish Prasad Gupta,Hindu by faith,business by occupation,residing at Station Feedar Road,P.O.& P.S. Siliguri,Dist.Darjeeling,hereinafter called the VENDOR (which expression shall mean and include unless excluded by or repugnant to the context his heirs,executors,successors,legal representatives,administrators and assigns) of the Other Part.

Whereas the vendor is the absolute owner in sixteen annas share and in exclusive khas and physical possession of all that piece or parcel of Raiyoti Agricultural land measuring 0.67acre by virtue of a registered Deed of Sale Being No.6709,Dated 14.10.1988,executed by Sri,Nityananda Saha constituted Attorney for Sabitri Rani Saha,land measuring 0.45acre by virtue of a registered Deed of Sale Being No. 6722,Dated 14.10.1988,executed by Smt.Santi Rani Saha,and land measuring 0.10acre by virtue of a registered Deed of Sale Being No.6719, Dated 14.10.1988 executed by Sri.Nirmal Kumar Saha,all Deed registered at Siliguri Sub-registry office,having permanent heritable and transferrable right,title and interest therein,and that the said land is also free from all encumbrances and charges whatsoever.

A n d

Whereas the vendor being in need of money for investing the same in some lucfative enterprises has offered for sale the land measuring 5 five katha or 0.0825acre,as fully described in the schedule appended below,as shown and delineated by RED border boun-

Raj Kumar Gupta

dary line map/plan annexed herewith forming part of these presents (Lay out Plan Plot No.59) out of the vendor's aforesaid total land free from all encumbrances and charges whatsoever.

A n d

Whereas the purchaser relying on the aforesaid statements of the vendor has agreed to purchase the said below schedule land for his residential purpose, at or for the price of Rs.5000/00 (Rupees five thousand) only, free from all encumbrances and charges whatsoever.

A n d

Whereas the vendor considering the said price so offered by the purchaser as fair, reasonable and highest has also finally and firmly agreed to sell the said below schedule land to the purchaser at or for the said price of Rs.5000/00 (Rupees five thousand) only, free from all encumbrances and charges whatsoever.

NOW THIS INDENTURE OF SALE WITNESSETH THAT in pursuance of the aforesaid offer, acceptance and in consideration of the sum of Rs.5000/- (Rupees five thousand) only, paid by the purchaser this day to the vendor in cash (the receipt whereof the vendor doth hereby acknowledge as having received and the vendor also grants full discharge to the purchaser from the payment thereof) the vendor doth hereby convey, assign, sell and transfer the said below schedule land together with all right, title, interest, liberties, easements, trees and fences whatsoever any way belonging to or reputed to belong therewith and makes over possession thereof unto and in favour of the purchaser absolutely and for ever TO HAVE AND TO HOLD the same by the purchaser as absolute owner thereof peaceably and quietly with permanent heritable and transferrable right, title and interest and without any objection, interference or interruption from the vendor or any person or persons claiming under him, subject to the payment of land revenue and other taxes to the Superior landlord - now the Govt. of West Bengal.

Raj Kumar Gupta

The vendor declares that the interest which he professes to transfer hereby subsists as on the date of these presents, and that the vendor has not previously sold, transferred, mortgaged, contracted for sale or otherwise the said below schedule land to any other person or party, and that the land hereby transferred, expressed or intended so to be suffers from no defect of title and that the recitals made hereinabove are all true, and in the event of any contrary is proved, then the vendor shall be liable for false recitals and shall also be liable to make good the loss which the purchaser may suffer or sustain resulting therefrom.

The vendor further covenants with the purchaser that if for any defect of title of the said below schedule land or for any act done or suffered to be done by the vendor, the purchaser is deprived of ownership or of possession of the said below schedule land or any part thereof in future, then the vendor shall forthwith return to the purchaser the full or proportionate part of the consideration money as the case may be together with an interest @ Rs. 2/00 (Rs. Two) percent per month from the date of such deprivation of ownership or of possession, and the vendor shall further be liable to pay adequate compensation to the purchaser for any other loss or injury which the purchaser may suffer or sustain in consequence thereof.

The vendor further declares that the vendor at the request and costs of the purchaser that the vendor do execute all such act, deed or thing whatsoever if the purchaser so require in future for peaceful enjoyment and possession of the said below schedule land hereby sold by the vendor by these presents.



Raj Kumar Gupta

SCHEDULE OF THE LAND HEREBY SOLD :

All that piece or parcel of Raiyoti Homestead land measuring 5 five katha or 0.0825 acre in Part of Plot No.155 (New), in Khatian No.112, of Mouza Shisabari, J.L.No.41, within the Jurisdiction of Police Station Matigara, Sub-division and A.D.S.R. Office Siliguri, Paragana Patharghata, Touzi No.91, Dist. Darjeeling. The said land is butted and bounded as follows :

North : Land of Lay out Plot No.36 & 36A.

South : Twenty feet width Private Road.

East : Land of Ajay Kr. Gurung (Lay out Plot No.60).

West : Land of H.B. Gurung (Lay out Plot No.58).

Proportionate yearly rent is Rs.0.35 paise payable to the Govt. of West Bengal.

Cost of the Road has been paid by the purchaser proportionately.

The said land is situated within Champasari Gram Panchayet.

IN WITNESS WHEREOF THE VENDOR in good health and conscious mind set and subscribe his hand on this Deed on the day, month and year first above written.

Witnesses :

① *Mallababu*  
*S/o Late Malsahajam*  
*Mallababu*

② *Sahajam*  
*S/o Late Malsahajam*

Prepared, typed, read over and explained by me :

*Santi Gopal Banik*  
(Santi Gopal Banik)

Deed-Writer, Siliguri,

Licence No.30/1984.



Regd. Dist. Sub-Registrar  
Diligari Du, Darrang

Book No .....  
Volume No ..... 67  
Pages ..... 137  
Being No ..... 3747  
for the year ..... 97

Registration

=

19.11.97  
[Signature]

FORM - A

(CERTIFICATE OF MUTATION)

TO,  
Sri Bejoy Kumar Gunning  
S/o H. B. Gunning  
Lalchand  
P. S. Shillong

Ref: His/Her/Their prayer dated 5/11/99 vide  
Mutation Case No. 668/RI/c

He/She/They is/are informed that his/her/their name  
has/have been mutated in respect of the land described the schedule  
below :-

The Schedule of Land

- 1) District: Darjeeling 2) Police Station: Siliguri  
3) Mouja: Shisabari 4) J.L.No. 41  
5) Khatian No. 112  
6) Plot No. 155/P  
7) Area: 0.08 acre.

*[Signature]*  
Revenue Officer  
Officer Specially Empowered  
U/S 50 of W. B. L. R. Act  
Prescribed authority U/S. 50 of the  
West Bengal Land Reforms Act. 1955.



8 P 3975 2.7.97

2

(4868) 4873

500Rs.



Handwritten notes in the top left corner, including '8 P 3975' and '2.7.97'.

Small printed text on the stamp, including 'Stamp duty 1000/-' and 'Stamp duty 1000/-'.

A 997-00  
A 385-00

Sudhakar Das

Raj Kumar Gupta

Certified that  
The within receipt sum of Rs. 1750/-  
has been paid by bank draft having  
No. MTT/38 Dated 24/12/97

777 657

A 99-00  
P/ce 4150  
Sub-Registrar  
Siliguri, Dist. Darjeeling  
30/12/97  
Sub-Registrar  
Siliguri, Dist. Darjeeling

Sub-Registrar  
Siliguri, Dist. Darjeeling  
30/12/97  
Collector

**:: DEED OF SALE ::**

Raiyoti land: 10-kathas.  
Price: Rs. 10000/-  
P.S. : Matigara.

This Indenture made on the 21st day  
of May 1997.

Between

(Contd. to p/2)

Handwritten calculations and notes: 45000, 10000, 35000, 23/385, 30/12/97

294 2/8/97  
Damber Babedur Gang  
Lailmukrah



Presented for Registration at 12-30pm A.M.P.M.  
No. 0348 the day of July 19 97  
at Siliguri Sub-Registrar Office  
by Sudip Das  
EXECUTANT/CLAIMANT/ATTORNEY

Member is admitted

Sudip Das

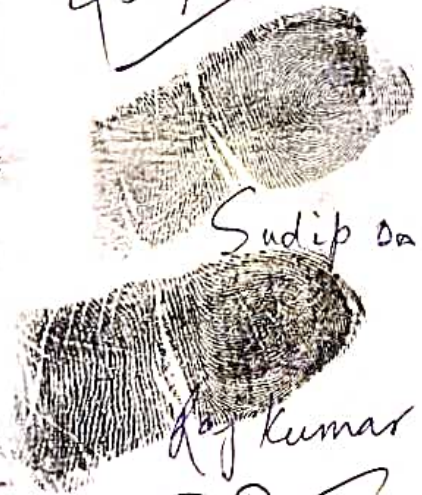
1) Sudip Das  
8/0 Subhash Das  
of Subhash pally  
2) Raj kr. Gupta  
8/0 Jagdish prasad Gupta

At Anupam  
Asst. Dist. Sub-Registrar  
Siliguri, Dist. Darjeeling

===== S.F. Rd =====  
P. S. ... self  
Dist. Darjeeling/Jalpaiguri  
by Caste ... Hindu  
Profession ... Business

4570

03.7.97



Sudip Das

Raj Kumar Gupta

At Anupam  
Asst. Dist. Sub-Registrar  
Siliguri, Dist. Darjeeling  
P. S. ... self  
Dist. Darjeeling/Jalpaiguri  
by Caste ... Hindu  
Profession ... Business

4572

Mol Islam  
8/0 Late Mol Sahelja  
Mallaguri

At Anupam  
Asst. Dist. Sub-Registrar  
Siliguri, Dist. Darjeeling  
03.7.97

Sudip Das.

Raj Kumar Gupta

✓  
page-2  
B e t w e e n

Sri Dambar Bahadur Gurung, son of late C.B. Gurung, Hindu by religion, serviced by occupation, resident of Malki, P.S. Laitumkhra, Shillong-3, Meghalaya, hereinafter called the "PURCHASER" (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, legal representatives, administrators and assigns) of the One Part.

A n d

1) Sri Sudip Das, son of Sri Subhas Das of Subhaspally, Siliguri,  
2) Sri Raj Kumar Gupta, son of Sri Jagadish Prasad Gupta of S.P. Road, Siliguri, P.O. & P.S. Siliguri, Dist. Darjeeling, Hindu by religion, businessmen by occupation, hereinafter called the "VENDORS" (which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, successors, legal representatives, administrators and assigns) of the Other Part.

Whereas the vendor No.1 is the absolute owner in sixteen annas share and in exclusive khas and physical possession of land measuring 3.17-acre by virtue of Deed of Sale being No.5315, dated 24.6.1991, executed by Sri Sachindra Ch. Dey and Sri Gour Roy and the vendor No. 2 is the absolute owner of land measuring 0.67-acre, by virtue of Deed of Sale being No.6709, dated 14.10.88, executed by Sri Nityananda Saha constituted Attorney for Sabitri Rani Saha, land measuring 0.45-acre by virtue of Deed of Sale being No.6722, dated 14.10.88, executed by Smt. Santi Rani Saha and land measuring 0.10-acre by virtue of Deed of Sale being No.6719, dated 14.10.88, executed by Nirmal Kr. Saha, all Deeds registered at Siliguri Sub-registry office, having permanent, heritable and transferrable right, title and interest therein, free from all encumbrances and charges whatsoever.

A n d

Whereas the vendors being in need of money for investing the same in some lucrative enterprises have jointly offered for sale the land  
(Contd. to p/3)

page-3.

Sudh Dn.  
Raj Kumar Gupta

measuring 10-kathas as fully described in the schedule below, as shown and delineated by RED border line map/plan annexed herewith forming part of these presents (Lay out Plot/Plan No.37-land measuring 2-katha 13-chhataks, Plot/Plan No.38-land measuring 2-katha 11½-chhataks of the vendor No.1 and Plot/Plan No.37/A-land measuring 2-katha 3-chhataks, Plot/Plan No.38/A-2-katha 4½-chhataks of the vendor No.2) out of the vendors aforesaid total land, free from encumbrances and charges whatsoever.

A n d

Whereas the purchaser relying on the aforesaid statements of the vendors has agreed to purchase the said below schedule land for his residential purpose, at or for the price of Rs.10,000/- (Rupees ten thousand) only, free from all encumbrances and charges whatsoever.

A n d

Whereas the vendors considering the said price so offered by the purchaser as fair, reasonable and highest have also finally agreed to sell the said below schedule land to the purchaser at or for the said price of Rs.10000/- (Rs. ten thousand) only, free from all encumbrances and charges whatsoever.

NOW THIS INDENTURE OF SALE WITNESSETH that in pursuance of the aforesaid offer, acceptance and in consideration of the sum of Rs.10,000/- (Rs. ten thousand) only paid by the purchaser this day to the vendors in cash (the receipt whereof the vendors doth hereby acknowledge as having received and the vendors also grants full discharge to the purchaser from the payment thereof), the vendors doth hereby convey, assign, sell and transfer the below schedule land together with all right, title, interest, liberties, easements, trees and fences whatsoever any way belonging to or reputed to belong therewith and makes over possession thereof unto and in

(Contd. to p/4)

page-4.

Sudip Das.

Raj Kumar Gupta

favour of the purchaser absolutely and for ever TO HAVE AND TO HOLD the same by the purchaser as absolute owner thereof peaceably and quietly with permanent, heritable and transferrable right, and without any claim, objection, interference or interruption from the vendors or any person or persons claiming under them, subject to the payment of land revenue and other taxes to the superior landlord-now the Govt. of West Bengal.

The vendors declares that the interest which they professes to transfer hereby subsists as on the date of these presents, and the vendors have not previously sold, mortgaged, contracted for sale or otherwise to any other person or party, and the land hereby transferred, expressed or intended so to be suffers from no defect of title, and the recitals made hereinabove are all true, and in the event of any contrary is proved, then the vendors shall be liable for false recitals and shall also be liable to make good the loss or injury which the purchaser may suffer or sustain resulting therefrom.

The vendors further covenants with the purchaser that if for any defect of title of the said below schedule land or for any act done or suffered to be done by the vendors, the purchaser is deprived of ownership or of possession of the below schedule land or any part thereof any time in future, then the vendors shall return to the purchaser the full or proportionate part of the consideration money as the case may be together with an interest @ Rs.2/- percent per month from the date of such deprivation of ownership or of possession, and the vendors shall also pay adequate compensation to the purchaser for any other loss or injury which the purchaser may suffer or sustain in consequence thereof.

(Conts. to p/5)



Sudip Das.

Raj Kumar Gupta

The vendors further declares that the vendors at the request and costs of the purchaser that the vendors do execute all act, deed or thing whatsoever if the purchaser so require in future for peaceful enjoyment and possession of the said below schedule land hereby sold by the vendors by these presents.

SCHEDULE OF THE LAND HEREBY SOLD :

All that piece or parcel of Raiyoti Homestead land measuring five katha  $8\frac{1}{2}$  chatak in Part of Plot No.167 (New), in Khatian No.26 (owner Vendor No.1), and land measuring 4 katha  $7\frac{1}{2}$  chatak in Part of Plot No.155 (New), in Khatian No.112 (owner Vendor No.2), totalling an area 10 ten katha or 0.165 acre, of Mouza Shisabari, J.L.No.41, within the Jurisdiction of Police Station Matigara, Sub-division and A.D.S.R. office Siliguri, Paragana Patharghata, Touzi No.91, Dist.Darjeeling. The said land is butted and bounded as follows :

North : Twenty feet width Private Road.

South : Land of Ajay Kr.Gurung & Til Bahadur Gurung (Lay out Plot No.60 & 61 respectively).

East : Land of Sonam Gurung (Lay out Plot No.39 & 39A).

West : Land of H.B.Gurung (Lay out Plot No.36 & 36A).

Cost of the Road has been paid by the purchaser proportionately.

The said land is situated within Champasari Gram Panchayet.

Proportionate yearly rent is Rs.0.70 paisa payable to the Govt.of West Bengal.

IN WITNESS WHEREOF THE VENDORS in good health and conscious mind set and subscribe their hand on this Deed on the day, month and year first above written.

Witnesses :

① M.C. 98/100  
S/O (A.T. M.C. Sahitya)  
Mallagiri  
② 5/98/4015/25

Prepared, typed, read over & explained by me :  
Santi Gopal Banik  
(Santi Gopal Banik)  
Deed-Writer, Siliguri,  
Licence No.30/1984.



Asst. Dist. Sub-Registrar  
Siliguri, Dist. Darjeeling

*[Handwritten signature]*



Asst. Dist. Sub-Registrar  
Siliguri, Dist. Darjeeling

Registration in -

Registered in 1  
Book No. 84  
Vol. No. 92  
Page 85  
4873  
Serial No. 92

*[Handwritten signature]*

192.98

FORM - A  
(CERTIFICATE OF MUTATION)

TO,  
Sri Dambar Bahadur Gurung  
S/O Late G. B. Gurung  
Malkilailumkhra  
Shillong - 3

Ref: His/Her/Their prayer dated 5-11-59 vide  
Mutation Case No.

He/She/They is/are informed that his/her/their name  
has/have been mutated in respect of the land described the schedule  
below :-

The schedule of Land

- 1) District: Dajeeeling 2) Police Station: Siliguri  
3) Mouja: Shisabari 4) J.L.No. 41  
5) Khatian No. 112  
6) Plot No. 155/P  
7) Area: 0.08 acre.



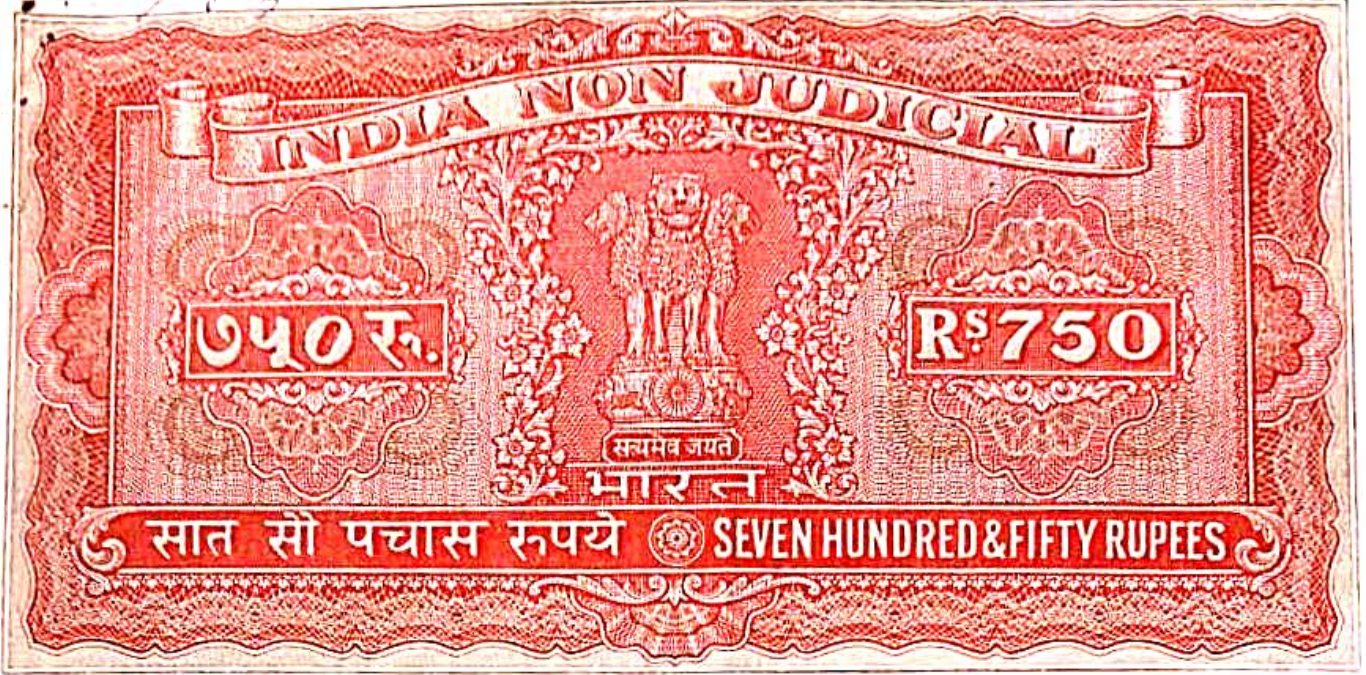
Revenue Officer  
Officer Specially Empowered  
Under W. B. L. R. Act  
Prescribed Authority U/S. 50 of the  
West Bengal Land Reforms Act, 1955.

P. 980  
27-91

G

6878

750Rs.



154-10  
P. 980

Admissible under rule 21 duly stamped  
for exempt from stamp duty  
stamp duty under the Income Tax Act  
1899 schedule 1A  
Stamp Book

A. 495.  
06.1.98.  
Sudhakar Das

Raj Kumar Gupta

03.7.97  
A. 154-10  
P. 980

Dist. Sub-Registrar  
Siliguri Dist. Dariclig

DEED OF SALE ::

Raiyoti land: 15 kathas.  
Price : Rs.15000/-  
P.S. : Matigara.

Certified that  
the above stamp duty of Rs. 2250/-  
has been received by Bank Draft bearing  
No. 1113/38 dated 21/12/97  
778054  
06.1.98

This Indenture made on the 21st. day of May 1997.

Between

60,000/-  
15,000/-  
45,000/-

(Contd. to p/2)



3/6/97  
Bahadur Kumar  
Lalchand

Presented for Registration at 11-10 A.M./P.M.  
on 3rd day of July 19-97  
at Siliguri Sub-Registrar Office  
by Sudip Das  
EXECUTANT/CLAIMANT/ATTORNEY

Exemption is admitted.

- (1) Sudip Das
- (2) Raj. M. Gupta
- Sl. Jagadish pd. Gupta

4570

Sudip Das



Attest  
Addl. Dist. Sub-Registrar  
Siliguri, Dist. Darjeeling

03.7.97

Sudip Das

Raj Kumar Gupta



4572

M. S. Sahel  
Sl. Late M. S. Sahel  
Mallapur

Identified

Md. Islam  
Sl. Md. Sahel  
P. S. ... Mallapur  
Dist. Darjeeling/Jalpaiguri  
by Caste ... Hindu  
by Profession ... Business

Attest  
Addl. Dist. Sub-Registrar  
Siliguri, Dist. Darjeeling  
03.7.97

page-2.  
B e t w e e n

Sudip Das.

Raj Kumar Gupta

Sri Hasta Bahadur Gurung, son of late C.B. Gurung, Hindu by religion, Retired by occupation, resident of Lalchand, P.S.Shillong-1, Meghalaya, hereinafter called the "PURCHASER" (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, legal representatives, administrators and assigns) of the One Part.

A n d

1) Sri Sudip Das, son of Sri Subhas Das, 2) Sri Raj Kumar Gupta, son of Sri Jagadish Prasad Gupta, Hindu by religion, businessmen by occupation, residing at Subhaspally and S.F.Road, Siliguri respectively P.O. & P.S.Siliguri, Dist.Darjeeling, hereinafter called the "VENDORS" (which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, successors, legal representatives, administrators and assigns) of the Other Part.

Whereas the vendor No.1 is the absolute owner in sixteen annas share and in exclusive khas and physical possession of land measuring 3.17-acre, by Deed No.5315, dated 24.6.2991, executed by Sachindra Ch. Dey and Sri Gour Roy and the vendor No.2 is the absolute owner of land measuring 0.67-acre by Deed No.6709, dated 14.10.88, executed by Sri Nityananda Saha constituted attorney for Sabitri Rani Saha, land measuring 0.45-acre by Deed No.6722, dated 14.10.88, executed by Smt. Santi Rani Saha and land measuring 0.10-acre by Deed No.6719 dated 14.10.88, executed by Sri Nirmal Kr.Saha, all Deeds registered at Siliguri sub-registry office, having permanent, heritable and transferrable right, title and interest therein, free from all encumbrances and charges whatsoever.

A n d

Whereas the vendors being in need of money for investing the same in some lucrative enterprises have offered for sale the land measuring 15-kathas as fully described in the schedule below, as shown and

(Conte. to p/2)

Sudip Das.  
Raj Kumar Gupta

delineated by RED border line map/plan annexed herewith forming part of these presents (lay out Plot/Plan No.35-land measuring 3-katha, Plot /Plan No.36-land measuring 2-katha 14½-chhataks of the vendor No.1 and Plot/Plan No.35/A-land measuring 2-kathas, Plot/Plan No.36/A-land measuring 2-katha 1½-chhataks, Plot/Plan No.58-land measuring 5-kathas of the vendor No.2) (hereinafter referred to as "BELOW SCHEDULED LAND) out of the vendors aforesaid total land free from all encumbrances and charges whatsoever.

A n d

Whereas the purchaser relying on the aforesaid statements of the vendors has agreed to purchase the said below schedule land for his residential purpose, at or for the price of Rs.15000/- (Rs.fifteen thousand) only, free from all encumbrances and charges whatsoever.

A n d

Whereas the vendors considering the said price so offered by the purchaser as fair, reasonable and highest have also finally agreed to sell the below schedule land to the purchaser at or for the said price of Rs.15,000/- (Rs.fifteen thousand) only, free from all encumbrances and charges whatsoever.

NOW THIS INDENTURE OF SALE WITNESSETH that in pursuance of the aforesaid offer, acceptance and in consideration of the sum of Rs.15000/- (Rs.fifteen thousand) only paid by the purchaser this day to the vendors in cash ( the receipt whereof the vendors doth hereby acknowledge as having received and the vendors also grants full discharge to the purchaser from the payment thereof), the vendors doth hereby convey, assign, sell and transfer the said below schedule land together with all right, title, interest, liberties, easements, fences whatsoever any way belonging to or reputed to belong therewith and make over possession thereof unto and in favour of the purchaser

(Contd.to p/4)

Sudip Das.

Raj Kumar Gupta

page-4.

absolutely and for ever TO HAVE AND TO HOLD the same by the purchaser as absolute owner thereof peaceably and quietly with permanent, heritable and transferrable right, and without any claim, objection, interference or interruption from the vendors or any person or persons claiming under them, subject to the payment of land revenue and other taxes to the superior landlord - now the Govt. of West Bengal.

The vendors declare that the interest which they professes to transfer hereby subsists as on the date of these presents, and the vendors have not previously sold, transferred, expressed, mortgaged, contracted for sale or otherwise to any other person or party, and the land hereby transferred, expressed or intended so to be suffers from no defect of title, and in the event of any contrary is proved, then the vendors shall be liable for false recitals and shall also be liable to make good the loss or injury which the purchaser may suffer or sustain resulting therefrom.

The vendors further covenants with the purchaser that if for any defect of title of the said below schedule land or for any act done or suffered to be done by the vendors, the purchaser is deprived of ownership or of possession of the said below-schedule land or any part thereof in future, then the vendors shall return to the purchaser the full or proportionate part of the consideration money as the case may be together with an interest @ Rs.2/- percent per month from the date of such deprivation of ownership or of possession, and the vendors shall also pay adequate compensation to the purchaser for any other loss or injury which the purchaser may suffer or sustain in consequence thereof.

(Contd. to p/5)



The vendors further declares that the vendors at the request and costs of the purchaser that the vendors do execute all act, deed or thing whatsoever if the purchaser so require in future for peaceful enjoyment and possession of the below schedule land hereby sold by the vendors by these presents.

SCHEDULE OF THE LAND HEREBY SOLD :

All that piece or parcel of Raiyoti Homestead land measuring 5katha 14 $\frac{1}{2}$ chatak in Part of Plot No.162 (New), in Khatian No.111 (Owner -Vendor No1), and land measuring 9katha 1 $\frac{1}{2}$ chatak in Part of Plot No.155 (New), in Khatian No.112 (Vendor No.2) totalling an area measuring 15 fifteen katha, of Mouza Shisabari, J.L.No.41, within the Jurisdiction of Police Station Matigara, Sub-division and A.D.S.R. Office Siliguri, Paragana Patharghata, Touzi No.91, Dist. Darjeeling. The said land is butted and bounded as follows:

North : Twenty feet width Private Road.

South : Twenty feet width Private Road, & land of Bijay Kumar Gurung (Lay out Plot No.59).

East : Land of Dambar Bahadur Gurung (Lay out Plot No.37 & 37A) and land of Bijay Kumar Gurung (Lay out Plot No.59).

West : Land of Ruma Adhikari (Lay out Plot No.34 & 34A), and Land of Rohit Gurung (Lay out Plot No.57).

Cost of the Road has been paid by the purchaser proportionately. The said land is situated within Champasari Gram Panchayet. Proportionate yearly rent is Rs.1.05 paisa payable to the Govt. West Bengal.

IN WITNESS WHEREOF THE VENDORS in good health and conscious mind set and subscribe their hand on this Deed on the day month and year first above written.

Witnesses:

Omee Islam  
 Srolate Moesa hujari  
 Mellagin  
 (2) 5/9/84 (M.D.S.)

Prepared, typed, read over and explained by me :

Santi Gopal Banik  
 (Santi Gopal Banik)  
 Deed-Writer, Siliguri,  
 Licence No.30/1984.



*AM*  
Addl. Dist. Sub-Registrar  
Siliguri, Dist. Darjeeling



*[Signature]*  
Addl. Dist. Sub-Registrar  
Siliguri, Dist. Darjeeling

Book No. *12*  
Volume No. *191* - *198*  
Page No. *77*  
Being No. *77*  
For the year *98*

*Registered in*

*[Signature]*  
*27.2.98*

FORM - A

(CERTIFICATE OF MUTATION)

TO,

Sri Hasta Bahadur Gorum

S/O C. B. Gorum

Lalchand

P.S. Shillong

Ref: His/Her/Their prayer dated 5-11-99 vide  
Mutation Case No. 663/RT/e

He/She/They is/are informed that his/her/their name  
has/have been mutated in respect of the land described the schedule  
below :-

The Schedule of Land

- 1) District: Darjeeling . . . . . 2) Police Station: Siliguri  
3) Mouja: Shisabari . . . . . 4) J.L.No. 41  
5) Khatian No. III . . . . . 112  
6) Plot No. 162/P, 155/P  
7) Area:  $0.10 + 0.14 = 0.24$  acre.

*[Signature]*  
Revenue Officer

Prescribed Authority U/S 50 of the  
West Bengal Land Reforms Act, 1955.

