

(contd. to 2)

SRI UDAI CHANDRA SHARMA, son of Late Hari Prasad Sharma, Hindu by religion, service by occupation, residing at c/o. D.P. Sharma, Matigara Bazar, P.O. & P.S. Matigara, Dist. Darjeeling, 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.

P.S. Matigara.
Price Rs. 80,000/00.
0.083 acre.
Land: Katha or

Between

This Indenture is made on this the 3rd day of June, 1998.

DEED OF SALE

Nabin Prasad Gupta
Constituted Attorney for
Bhagirathi Devi.

03.6.98
A. 867-2
1999 schedule IV.
Addl. Dist. Sub-Registrar
Siliguri Dist. Darjeeling

23-869-2
A-1115
3/4/98



2000 9 2221 8989 3.6.98

477 Dated 2/6/98
 Paid to Sri/Smt. Uday Chandra Sharma
 Of Matigara - 4000/-
 Non Judicial/Court Fee Stamp worth 4000/-

[Signature]
 Deputy Registrar
 Siliguri Treasury



Presented for Registration at 11-10 A.P.M.
 on 3rd the day of June 1998
 at Siliguri Sub-Registrar Office
 By Nalein pd. Gupta
 BENCH CLERK / ATTORNEY

Nabin Prasad Gupta
[Signature]
 Addl. Dist. Sub-Registrar
 Siliguri, Dist. Dooars



Nabin Prasad Gupta
 Constituted Attorney for
Bhagirathi Devi.

ASHOK SHOH
 S/o Sri Bhagwan Shoh
 of Matigara


Exemption is admitted
Nalein pd. Gupta
Slot Jay, Nohayan pr...

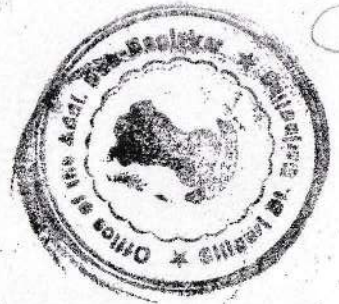
Siliguri
 No. / D/o ...
 P. S. S/O Matigara / ...
 Muzahari / Kharidat
 Dist. Dooars
 By Date ...
 Professional ...

as a constituted attorney
for Bhagirathi Devi is
admitted by him.

Identified
Ashok Shoh
S/o Bhagwan Shoh
of Matigara
 P. S. S/O Matigara / ...
 Muzahari / Kharidat
 Dist. Dooars
 By Date ...
 Professional ...

[Signature]
 Addl. Dist. Sub-Registrar
 Siliguri, Dist. Dooars

No. 4777
 Paid to Sd/-mt. ... Nadeem Chaudhary Sharma 2/6/98
 By ... Moh. Gary 400/-
 Non Judicial/Court Fee Stamp with ...

 District Registrar,



11-10
 Witnessed for registration on 03.06.98
 at the day of Monday
 at Sillauri Sub-Registrar Office
Nobin Prasad Gupta pd. 100/-
 SUBREGISTRAR
 SILLAURO DIST. BIHAR

Nobin Prasad Gupta
 Adl. Sub-Registrar
 Sillauri, Dist. Darjeeling.
03.6.98
 3610
 Nobin Prasad Gupta
 Constituted Attorney for
 Bhagirathi Devi.



Ashok Shah
 S/o Sri Bhagwan Shah
 of Madigan

Lachman Chandra
 Nadeem pd. An. Pta.
 S/o Lt. Nohay-pier
Shreegiri
 P. O. S/O Muzaffar /
 Muzaffar / Khasi
 Dist. Darjeeling
 by Facts ...
 by Protestants ...
 as a constituted attorney
 for Bhagirathi Devi
 and solely him.

Identified
 Ashok Shah
 S/o Bhagwan Shah
 Muzaffar / Khasi
 Dist. Darjeeling
 by Facts ...
 by Protestants ...
 P. O. S/O Muzaffar /
 Muzaffar / Khasi
 Dist. Darjeeling
 by Facts ...
 by Protestants ...
 Identified
 Ashok Shah
 S/o Sri Bhagwan Shah
 of Madigan
 Adl. Dist. Sub-Registrar
 Sillauri, Dist. Darjeeling

(contd. to 3)

SMT. BHAGIRATHI DEVI, wife of Late Raj Narayan Prasad, Hindu R
religion, housewife by occupation, residing at Manguram Com
na, Khal Para, P. O. & P. S. Silliguri, Dist. Darjeeling, hereinafter
called the VENDOR (which expression shall mean and includ
unless excluded by or repugnant to the context her heirs,
executors, successors, legal representatives, administrators
assigns) of the other Part, represented by and through her
constituted attorney, Sri. Nabin Prasad Gupta, son of Late Ra
Narayan Prasad, of Silliguri, Dist. Darjeeling, Vide G.P. No. IV-3
Dated 6.3.98, registered at Silliguri A.D.S.R. Office.

A n d

Nabin Prasad Gupta
Constituted Attorney for
Bhagirathi Devi.

Page-2.



200

1400 First and Robinson
Stewart, Lee, Duffield
2/16/98



2/16/98
Date
Paid to 81/5mt
Nella Chandra Sharma
Mail grace
Good Judicial/Court Fax stamps work
Hood
Stamp read from
2/16/98

Nabin Prasad Gupta
Constituted Attorney for
Bhogirathi Devi.

Whereas the Vendor is the Recorded owner/Raiyat of all the piece or parcel of Raiyoti Land measuring 4.13acre of Mouza Gourcharan, J.L.No.103 (81), P.S.Matigara, Dist.Darjeeling, 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 0.083acre, as shown and delineated by RED border boundary line map/plan annexed herewith forming part of these presents, as fully described in the schedule appended below (hereinafter referred to as BELOW SCHEDULED LAND) out of vendor's aforesaid total land, free from all encumbrances and charges whatsoever.

A n d

Whereas the purchaser has agreed to purchase the said below scheduled land at or for the price of Rs.80,000/00 (Rupees eight thousand) only, free from all encumbrances and charges whatsoever.

A n d

Whereas the vendor considering the said price so offered to the purchaser as fair, reasonable and highest has also finally agreed to sell the said below scheduled land to the purchaser at or for the said price of Rs.80,000/00 (Rupees eighty 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.80,000/00 (Rupees eighty thousand) only, paid by the purchaser this day to the vendor in cash (the receipt whereof the vendor

Nabin Prasad Gupta
Constituted Attorney for
Bhagwati Devi.

the vendor doth hereby convey, assign, sell and transfer the said below scheduled land together with all right, title, interest, liabilities, easements, trees and fences whatsoever any way belonging to or reputed to belong therewith and makes over possession thereunto 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 & 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 her, subject to the payment of land revenue and other taxes to the Superior landlord - now the Govt. of West Bengal.

The vendor declares that the interest which she 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 scheduled 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 scheduled land or for any act done or suffered to be done by the vendor, the purchase is deprived of ownership or of possession of the said below scheduled 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

deprivation of ownership or of possession, and the vendor

Nabin Prasad Gupta
Constituted Attorney for
Bhagirathi Devi.

purchaser for any other loss or injury which the purchaser may suffer or sustain in consequence thereof.

SCHEDULE OF THE LAND HEREBY SOLD :

All that piece or parcel of Raiyoti Homestead land measuring 5 five katha or 0.083acre included in and forming Part of Plot - No.689(New),384 (Old),Recorded in Khatian No.109,of Mouza Gour-charan,J.L.No.103(81),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 Chhedup Lama.

South : Land of Santi Gopal Banik.

East : Vendor's land.

West : Sixteen feet width katcha Private Road.

Proportionate yearly rent is Rs.0.20 paisa payable to the Govt. of West Bengal.

IN WITNESS WHEREOF THE VENDOR-through her constituent attorney set and subscribe his hand on this Deed on the day,month and year first above written.

Witnesses:

1) *Asnok Shah*
S/o Sri Bhogwan Shah
of Matigara

2) *Santi Gopal Banik*
Siliguri

Prepared,typed,read over and explained by me :

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

PART TRACE MAP OF MOUZA GOURCHARAN
J.L. NO. 103, B(CNEW), SHEET NO. 2, P.S. MATIGARA
SHOWING THE LAND OF SRIMATI BHAGIRATHI
DEVI W/O LATE RAJNARAYAN PRASAD OF
M.R. COMPOUND, KHALPARA, P.S. SILIGURI,
DIST. DARJEELING.

SCALE - 16" = 1 MILE.

LAND PROPOSED TO BE SOLD.

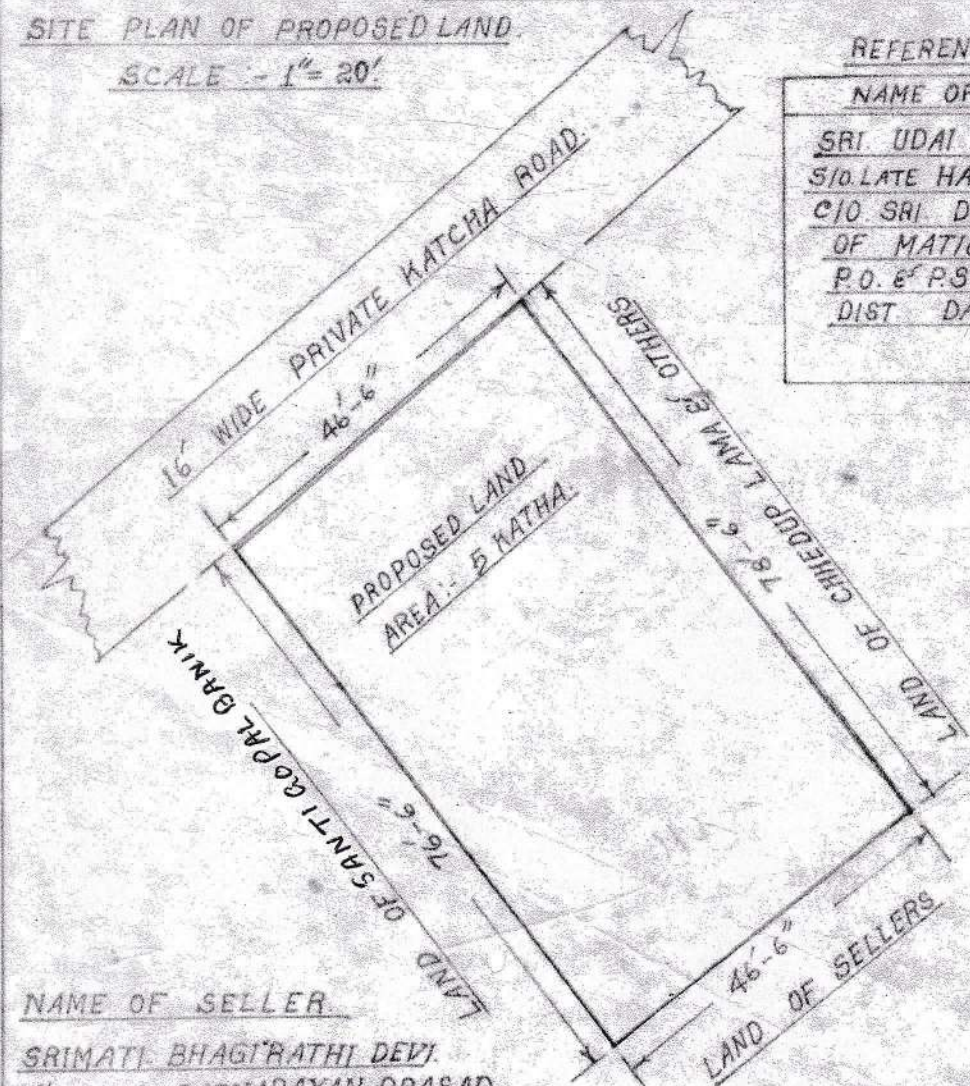
SCHEDULE OF LAND.

KHATIAN NO.		PLOT NO.		AREA TO BE SOLD.
(OLD)	(NEW)	(OLD)	(NEW)	
	109	384(PART)	689(P.T)	0.083 ACRE OR 5 KATHA.

LAND PROPOSED TO BE SOLD SHOWN IN RED

SITE PLAN OF PROPOSED LAND.

SCALE - 1" = 20'



REFERENCE

NAME OF PURCHASER.

SRI UDAI CHANDRA SHARMA
S/O. LATE HARI PRASAD SHARMA
C/O SRI D.P. SHARMA
OF MATIGARA BAZAR.
P.O. & P.S. MATIGARA.
DIST. DARJEELING.

NAME OF SELLER.

SRIMATI BHAGIRATHI DEVI.
W/O. LATE RAJNARAYAN PRASAD
OF M. R. COMPOUND.
KHALPARA, SILIGURI.
DIST. DARJEELING.

Nabin Prasad Gupta
Constituted Attorney for
Bhagirathi Devi.

DRAWN BY



ASH
Addl. Dist. Sub-Registrar
Siliguri Dist. Darjeeling.

Atul Kulkarni
11-8-98

Registered in
39-66
39-2222
1998