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AND WHEREAS the Vendor has accepted the price so offered by the purchaser as the best and negotiable price in view of the prevailing market price and has agreed to sell the land as more fully described in the schedule below for Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand) only free from all encumbrances whatsoever.

NOW THIS DEED WITNESSETH THAT

In pursuance of the aforesaid offer and acceptance and also in consideration of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand) only paid by the purchaser to the Vendor above family grant conveyance and other taxes and in favor of the purchaser the below described property and forming part of these presents and made over to him and property thereon shall be the purchaser together with all rights, liberties, privileges, easements, appurtenances, appurtenances belonging to or in any way appertaining to the said land and the absolute title thereto all encumbrances and the right thereto and interest thereon and the property hereon transferred, the said land and TO HAVE AND TO HOLD the same unto the purchaser and his heirs and assigns forever and the Vendor and his heirs and assigns forever shall be bound to execute all such deeds and documents as may be required for the purpose of giving effect to the above and to pay all taxes and other charges thereon and to do all such things as may be required for the purpose of giving effect to the above.



AND the Vendor has declared that he has no claim or title in the above land and that he is bound to transfer the said land, expressed as above, to the purchaser in the manner aforesaid and to do all such things as may be required for the purpose of giving effect to the above and to pay all taxes and other charges thereon and to do all such things as may be required for the purpose of giving effect to the above.

Addl. Dist. Sub Registrar
Siliguri II, at Bagooga, Dist. Jangshung

04 MAY 2017

Sagun Thapa

IT is further covenanted that the land described in the schedule below is held by the vendor have not been surrendered or forfeited and that there exists no charge, mortgage, attachment or any other encumbrances whatsoever on the premises hereby transferred or expressed or intended so to be or any part thereof at the date of these presents and in the event of discovery of any such charge, mortgage, attachment or any other encumbrances whatsoever the vendor shall be liable to be dealt with according to law both Civil and Criminal as the case may be and shall also be liable to compensate the purchaser for any loss or injury that the purchaser shall have to sustain in consequence thereof.

THE Vendor further covenants that all rent and taxes etc. or any other charges payable for the land hereby transferred or expressed or intended so to be that has accrued due up to the date of these presents has been paid and all other covenants and conditions required to be observed and performed were duly observed and performed and in case it transpires otherwise the vendor shall be liable to indemnify the purchaser for any loss resulting from any such non-payment, non-observance and non-performance as aforesaid.

THE Vendor further declares that the entire land forming subject matter of the present conveyance were in Khas and actual possession of the vendor on the date of these presents. If for any defect to title or for any act done or suffered to be done by these presents the purchaser is deprived of possession or enjoyment of the property hereby transferred or expressed or intended so to be by these presents or any part thereof the vendor shall be liable to return to the purchaser the full or proportionate part or the consideration money as the case may be together with interest at the rate of 18% per annum from the date of such deprivation or dispossession and shall also be liable for adequate compensation for any loss or injury to be sustained by the purchaser.

1000/1000

It is further stated that the land described in the schedule below is held by the vendor as free tenement land and is not subject to any mortgage, charge, attachment or any other encumbrance whatsoever on the date of this deed and it is further stated that the vendor shall be responsible for any other encumbrance whatsoever which may be created or attached to the land after the date of this deed and that the vendor shall be liable to compensate the purchaser for any loss or injury that the purchaser shall have to sustain in consequence thereof.

THE Vendor further covenants that all rent and taxes due or any other charges payable by the land hereby transferred or expressed or intended to be due up to the date of this deed shall be paid and performed and that the Vendor shall be liable to indemnify the purchaser for any loss resulting from any such non-performance as aforesaid.

THE Vendor further covenants that the entire land herein subject to this deed shall be held by the Vendor as free tenement land and that the Vendor shall be liable to indemnify the purchaser for any loss or injury that the purchaser shall have to sustain in consequence thereof.



Addl. Dist. Sub Registrar
Sikkim II - at Gangtokh, Dist. - Jangchung

04 MAY 2017

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✓ Sagari Thapa

IT is hereby further declared by the Vendor that the vendor has not entered into any binding contract with any other person whatsoever to sell or to transfer otherwise the said landed property conveyed by these presents or intended so to be or any part thereof and that there subsists no such contract of sale or transfer existing with respect to the aforesaid land or any part thereof at the date of these presents or if any of the recitals made herein are proved to be false the vendor shall be liable to be dealt with according to law for false recitals made therein and shall also be liable to compensate the purchaser adequately for the loss or injury to be sustained by the purchaser in consequence thereof.

SCHEDULE

All that piece and parcel of the vacant land measuring 1 (One) Katha 8 (Eight) Chhataks appertaining to R.S. Plot No. 95 (Nine Five) corresponding to L.R. Plot No. 178 (One Seven Eight) recorded in L.R. Khatian No. 404 (Four Zero Four) of Mouza - Kalam, J.L. No. 76 (Seven Six), Pargana - Patharghata, P.S. Matigara in the District of Darjeeling. Classification of Land : Bastu.

Land sold by the vendor as more fully described in the schedule above is delineated in red line in the map annexed here with and is butted and bounded as follows:

- BY THE NORTH : LAND OF PLOT NO. 178 (L.R.),
- BY THE SOUTH : LAND OF PURCHASER HEREOF,
- BY THE EAST : LAND OF PURCHASER HEREOF,
- BY THE WEST : LAND OF PURCHASER HEREOF AND 20 FEET WIDE KUTCHA ROAD.

The property... (faint text, likely a legal notice or deed description)

SCHEDULE

All that part and parcel of the vacant land measuring 1 (One) ... (faint text describing land parcels)



Addl. Dist. Sub Registrar
Siliguri II - at Bagdogra, Dist. Darjeeling

04 MAY 2017

Conf. ... (faint text at the bottom)

IN WITNESS WHEREOF the vendor hereto set his respective hands and seals the day, month and the year first above written.

WITNESSES: -

1. Prashant Kumar Thapa
S/O Abhay Chandra Thapa,
Shantipur, Khorag Sing Road,
Shivmandir, Siliguri-734013,
Darjeeling. (W.B)

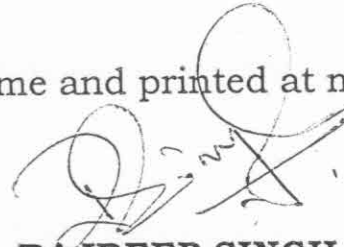
2. सि ला थापा

मानु थापा
कलम जीत
कावजी लीड.

Sagar Thapa

VENDOR

Drafted by me and printed at my office,



RAJDEEP SINGH
Advocate/Siliguri

WB/F/1879/2028/2013

IN WITNESS WHEREOF, the vendor hereto set his respective hands and seals on this 4th day of May 2017 at the place first above written.

WITNESSES:

VENDOR



Printed by me and printed at my office.

RAJIB BISHY
Advocate, Siliguri

Addl. Dist. Sub Registrar
Siliguri II - at Bagdogra, Dist - Jangshing

04 MAY 2017

MEMO OF CONSIDERATION

Rs. 1,90,000/-

RECEIVED of and from the within-named PURCHASER Rs.1,90,000/- (Rupees One Lakh Ninety Thousand) only by within-named VENDOR the within-mentioned sum of Rs.1,90,000/- (Rupees One Lakh Ninety Thousand) only paid by the PURCHASER to the VENDOR in respect of the property conveyed herein.



ATTEST

MEMO OF CONFIRMATION

Rs. 1,30,000/-

RECEIVED of and from the vendor
named PURCHASER the amount of
Rs. 1,30,000/- (one lakh thirty thousand
only) within the period
specified in the contract deed
dated 15/05/2017. The amount
has been deposited in the
account of the Vendor in the
name of the Vendor in the
bank of State Bank of India
Branch, Bongaigaon, District,
Jalpaiguri. The Vendor has
acknowledged the receipt of
the amount by the Vendor
in the presence of the
Purchaser and the witnesses
present at the time of the
depossession of the amount.



Addl. Dist. Sub Registrar
Siliguri II - at Bongaigaon, Dist. Jalpaiguri

04 MAY 2017

MEMO OF CONSIDERATION

Rs. 1,90,000/-

RECEIVED of and from the within-named PURCHASER Rs.1,90,000/- (Rupees One Lakh Ninety Thousand) only by within-named VENDOR the within-mentioned sum of Rs.1,90,000/- (Rupees One Lakh Ninety Thousand) only paid by the PURCHASER to the VENDOR in respect of the property conveyed herein.