

Page - 9

AND the Vendors/confirming party hereby covenanted with the purchaser that the interest which the Vendors professes to transfer subsists and the Vendors have full authority and good power to transfer the said land, expressed or intended so to be unto the purchaser in the manner aforesaid and the Vendors/confirming party or any person claiming under them shall and will from time to time at times hereafter 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 required.

IT is further covenanted that the land described in schedule below is hold by Vendors/confirming party have not been surrendered or forfaited and that there exist 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 those presents and in the event of discover of any such charge, mortgage, attachment or any other encumbrances whatsoever the Vendors/confirming party 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 consequence thereof.

THE Vendors/confirming party 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 have been paid and all other covenants and conditions required to be observed and performed and in case if it transpires otherwise the Vendors/confirming party shall be liable to indemnify the purchaser for any loss resulting from any such non-payment, non-observance and non-performance as aforesaid.

Adesied By

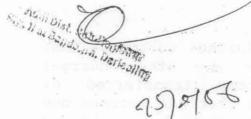
3200 7 1/8/12

Notary Public

Silicuri

Cont. ..... P/10





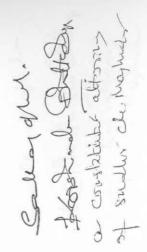
Auger sould and Eds

Altested By

Regd. No. 270/1987

Central Govt.

Notary Public Siliguri



Page - 10

THE Vendors/Confirming Party further declares that the entire land forming subject matter of the present conveyance were/are in Khas and actual possession of the Vendors/Confirming Party at 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 these presents or any part thereof the Vendors/confirming party 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 24% per annum from the date of such deprivation or dispossession and shall also be liable for adequate compensation for any loss or injury attending thereto be sustained by the purchaser.

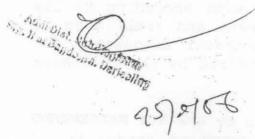
IT is hereby further declared by the Vendors / confirming party that the Vendors / confirming party have not entered in to any binding contract with any other person whatsoever to sell or to transfer otherwise the said land conveyed by these presents or intended so to be or any part thereof and that 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 Vendors/confirming party 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.

BHATTACHARYA Constituted Attorney of Vendor No. 2 hereof that he is putting his signature on this Indenture/documents for and on behalf of SRI SUDHIR CHANDRA MAZUMDER as his constituted Attorney and power Given by said SRI SUDHIR CHANDRA MAZUMDER is valid one and was not revoked by him.

Cont. .....P/11

Hotary Hullic Siliguit







Attested By

Notary Public Siliguri



Page - 11

## SCHEDULE OF LAND

All that piece and parcel of Land measuring 58 (five eight) Katha appertaining to and forming part of Plot Nos. 176 (one seven six), 177 (one seven seven), 178 (one seven eight), 179 (one seven nine), recorded in Khatian No. 54 (five four) old, 403 (four zero three) & 404 (four zero four) new of Mouza - Kalam, Pargana - Patharghata, J.L. No. 076 P.S. Matigara in the District of Darjeeling.

Land hereby sold by the Vendors hereby are delineated in the plan by red border annexed herewith and the said land is butted and bounded as follows:

A Road of 20'-0" Wide divided the Land into two part.

PART "A" is butted and bounded as follows:

BY THE NORTH : LAND & HOUSE OF SAROJ CHHETRI

DOLMA TAMANG & OTHERS,

BY THE SOUTH: 20'-0" WIDE ROAD,

BY THE EAST : 20'-0" WIDE ROAD & LAND & HOUSE OF

DOLMA TAMANG & OTHERS,

BY THE WEST : LAND & HOUSE OF MD. KAYIM,

PART "B" is butted and bounded as follows:

BY THE NORTH: LAND & HOUSE OF NIMA BHUTIA, SAGAR

RAI & OTHERS,

BY THE SOUTH : 20'-0" WIDE ROAD,

BY THE EAST : 12'-0" WIDE ROAD,

BY THE WEST : 20'-0" WIDE ROAD,

Notary Public

Cont. .....P/12

SU

Siligurilla

Man Dies Constitute

Regd. Na. 270/1987

Notary Public Siliguri

INWITNESS WHEREOF the Vendors/Confirming Party do hereunto set their hands on the Day, Month and Year first above written.

WITNESSESS: -1. Shyand Kaili Burnar PV. Kadantald

Short Sin Barrer The contents of this document have been gone through and understood personally by the Purchaser, Confirming Party & Vendors.

2. Parun Kignptz. Sp. H. K. C. Ginptz. Taruchaya Apartment. Istintas Sanain. Ashrana para, · Ashrana para, Siligión,

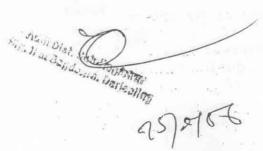
@ Bastiner action, of suche a Magnite, V E N D O R S M/s. Millennium Construction Co.

CONFIRMING PARTY Co.

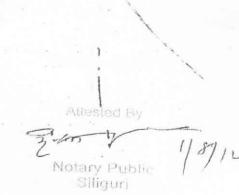
Drafted by me and printed at My office. Partner

Rajesh Kumar Agarwal Advocate / Siliguri Reg. No.WB/73 /97









## MEMO OF RECEIPT

Rs. 2,90,000/-

RECEIVED of and from the within named PURCHASER Rs. 2,90,000/- (Rupees two Lakhs ninety thousand) only by within named VENDORS / CONFIRMENG PARTY the within sum of Rs. 2,90,000/- (Rupees two Lakhs ninety thousand) only paid by the PURCHASER to the VENDORS / CONFIRMING PARTY by Bankers Cheque as mentioned below in respect of the property conveyed herein.

## MEMO OF CONSIDERATION

Bankers Cheque Name of the Bank Date Amount Rs. Number

No.027950 Centurion Bank 21.9.2006 2,90,000/-

2,90,000/-

Saly-ether. Korta de Adaba

7507 /18/1-