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AREA

KHATIAN NO. C.S. PLOT NO. MOUZA PARGANA S. R. OFFICE POLICE STATION DISTRICT CONSIDERATION

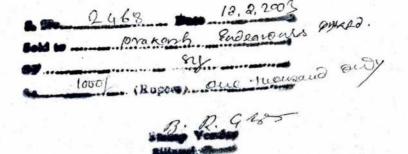
10(TEN) KATHAS 6(SIX) CHATTACKS 24(THENTY FOUR) SQUARE FEET TOGETHER WITH TIN SHED GARAGE

- : 781/2 (SEVEN, ZERO DNE BY TWO)
- : 563 (FIVE SIX THREE) : DABGRAM
- BAIKUNTHAPUR .
- RAJGANJ
- BHAKTINAGAR"
- : JALPAIGURI : Rs.6,50,000=00

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(Rupees Six Lacs Fifty Thousand only)

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12.1-02



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SMT. MANJU BAJAJ wife of Sri Mohan kajaj, by religion Hindu, by occupation House Wife, resident of P.S. Road, Gangtek, Sikkim, hereinafter called the SELAER/VENDOR (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, successors, executors, administrators, representatives and assigns) of the ENE PART.

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PRAKASH ENDEAVOURS PRIVATE LIMITED, a Private Limited Company, having its Registered Office at 2nd Mile, Sevoke Road, Silliguri in the State of West Bengal, bearing Registration No. U-45201/WB 2003 PTC 0 95769 represented by one of its Directors, Sri Manoj Kumar Jain, son of Sri Danshanlal Jain, at present residing at Sevoke Road, P.O. & P.S. Siliguri, Dist Darjeeling hereinafter called the **PURCHASER/VENDEE** (which expression ng hereinafter called the repugnant to the context be deemed shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, successors in office, sentatives, administrators and assigns) of the SECOND PART

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WHEREAS the Vendor abovenamed acquired a Plot of land measuring 10 (Ten) Kathas 6(Six) Chattacks 24 (Twenty Four) Square Feet appertaining to Khatian No.701/2, Plot No.563, Mouza-Dabgram, Sheet No.8, Pargana-Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri, by way of purchase from 1) Smt. Rajkumari Devi Gupta, wife of Sri Rama Shankar Prasad Gupta 2) Sri Pingku Kumar Prasad Gupta, son of Sri Rama Shankar Prasad Gupta and 3) Sri Nirmal Bajaj, son of Sri Rama Kumar Pajaj, all are residents of P. S. Road, Gangtok, Sikkim, by virtue of a Deed of Conveyance being Deed No.1-856, recorded in Book No.1, Volume No.10 pages 177 to 186 being Document No.856 for the year 1998 registered at the office of Sub-Registrar, Rajganj, on 20-03-1998.

AND WHEREAS the Vendor abovenamed in the manner aforesaid became the sole, exclusive and absolute owner of the said plot of land having permanent, transferable and heritable right title and interest therein and is enjoying and possessing the said land openly, freely and adversely without any interruption from anyone whatsoever. The Plot of land is more fully described in Schedule hereto.

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6/6/14/00)

AND WHEREAS the abovenamed owner of Scheduled land, the Vendor of these presents being in need of money for some other developmental purposes decided and agreed to sell the Scheduled land and accordingly was in search of a suitable buyer.

AND WHEREAS the Purchaser of these presents finding the plot of land suitable for its own purposes decided and agreed to purchase the Scheduled land as fully described in the Schedule below and requested the Vendor to sell the said land for a valuable consideration of Rs.6,50,000.00 (Rupees Six Lacs fifty thousand only).

AND WHEREAS the Vendor finding the price offered by the Purchaser to be highest prevailing in the market agreed to sell said land fully described in the schedule below for the sum of Rs.6,50,000.00 (Rupees Six Lacs fifty thousand only) free from all encumbrances and charges whatsoever unto the Purchaser and the said land is transferred in the manner as appearing hereinafter.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the aforesaid offer and acceptance and in consideration of Rs.6,50,600.00 (Rupees Six Lacs fifty thousand only) paid by the purchaser to the Vendor, the receipt whereof the Vendor doth hereby fully admit and acknowledge and grant full distorance from the payment thereof, the Vendor doth hereby grant, charge from the payment thereof, the Vendor doth hereby grant, charge from the payment thereof, the Vendor doth hereby grant, charge from the payment thereof to the Purchaser convey, transfer and assign unto and in favour of the Purchaser with all and physical possession thereof to the Purchaser with all and physical possession thereof to the Purchaser with all end physical possession thereof to the paymenting to the said tenances belonging to or in any way appertaining to the said tenances belonging to or in any way appertaining to the said tenances belonging to or in any way appertaining to the said tenances belonging to or in any way appertaining to the said tenances belonging to or in any way appertaining to the said tenances belonging to or in any way appertaining to the said tenances belonging to or in any way appertaining to the said tenances belonging to or in any way appertaining to the said tenances belonging to or in any way appertaining to the said tenances belonging to or in any way appertaining to the said tenances belonging to or in any way appertaining to the said tenances belonging to or in any way appertaining to the said tenances belonging to or in any way appertaining to the said tenances belonging to or in any way appertaining to the said tenances belonging to or in any way appertaining to the said tenances belonging to or in any way appertaining to the said tenances belonging to or in any way appertaining to the said tenances belonging to or in any way appertaining to the said tenances belonging to or in any way appertaining to the said tenances tenances

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AND THE VENDOR doth hereby covenant with the purchaser that the right, title and interest which the Vendor professes to transfer subsists and Vendor have full authority to transfer said land hereby transferred, expressed or intended so to be in favour of the Purchaser in the manner aforesaid and the Vendor or any persons claiming under her shall from time time and at all times hereafter at the request and cost of Purchaser shall execute all such acts, deeds and things whatsoever for further and more effectively assuring the enjoyment and possession of the Purchaser thereof and therein as shall be required.

IS FURTHER COVENANTED by the Vendor that there exists no charge, attachment, mortgage or any other encumbrances whatsoever in the land hereby transferred, expressed or intended so to be or any part thereof on the date of presents and in the event of discovery of any such charge, mortgage, attachment or encumbrances whatsoever, the Vendor liable to compensate the Purchaser for any loss or shall be injury that the Purchaser may sustain in consequence thereof.

IF FOR ANY DEFECT in the title, or for any act done or suffered to be done by the Vendor with respect to the right in the said land hereby transferred, expressed or intended so to be by these presents, the Purchaser is deprived of possession or enjoyment of the right in the property conveyed or expressed or intended so to be or any part thereof, the Vendor shall be liable to be dealt with according to law and return to Purchaser the full/proportionate part of the consideration money as the case may be and shall be liable for adequate compensation for any loss or injury attended therein to be sustained by the Purthaser.

IT IS FURTHER DECLARED by the Vendor that the Vendor have not entered into any binding contract with any other person whatsoever to sell or to transfer or otherwise any interest or wnatsuever the land described in the schedule below and that right in the land described in the schedule below and that there subsists no such contract of sale at the date or time of presents and in the event of discovery of any such contrest of sale or transfer with respect of the land hereby transferred or any part thereof existing at the date of these transferred of the recitals made herein by the Vendor is presents or if any of the recitals made herein by the Vendor is proved to be false, the Vendor shall be liable to compensate adequately to the Purchaser for the loss or injury to be tained by the Purchaser in consequence thereof.

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## SCHEDULE OF LAND

THAT PIECE OR PARCEL of homestead land measuring more or 10(Ten) Kathas 6(Six) Chattacks 24(Twenty Four) Square Feet (Approx) appertaining to Khatian Nos. 701/2, Plot No. 563, Sheet No.8(Eight)(Hal) in Mouza-Dabgram, Within Ward No.41 (Forty One) of Siliguri Municipal Corporation, Pargana-Baikunthapur, Police Station-Bhaktinagar, Sub-Registry Office-Rajganj, District-Jalpaiguri in the State of West Bengal, together with Tin Shed Garage standing thereon.

## The Scheduled land is butted and bounded as follows:-

NORTH : BY SOLD LAND OF LATE MANBAHADUR BISHWAKARMA SOUTH : BY LAND & BUNGLOW OF VENDOR SOLD TODAY TO PURCHASER IN PART AND SOLD LAND OF LAKSHIN

LAL RASAILI IN PART :BY 24 FEET WIDE ANCHAL ROAD

BY ANCHAL ROAD WEST

IN WITNESSES WHEREOF the Vendor in good health and conscious mind, has set and subscribed her hand on this Deed of veyance on the day, month and year first above written.

WITNESSES:

Shi R. K. Bey cj P.S. Road P.S. Road Gamestoner producte, 2 Kamestoner producte, Libr. Deo North pro-p.s. Mand. Garyfin (silvin)

The contents of this document has been gone through and understood personally by the Vendor and the Purchaser.

Marin Bosos

Drafted, read over and explained by me, and computer typed in my Chamber.

Uimadi Mahanta.

(HIMADRI MOHANTA) ENR.NO.F/1046/1108/02 ADVOCATE - SILIGURI