

2003
217



Handwritten notes in the top left corner, including '2003' and '217'.

Small, faint text from the reverse side of the stamp, partially obscured.

Nabin Prasad Gupta
for self and as Contri-
tuted Attorney for
Panna Devi, Bhagirathi
Devi, Sakuntala Devi,
Lalmoni Devi and Rita
Gupta.

Handwritten signature and scribbles.

DEED OF SALE

This Indenture is made on this the 28th day of June, 2003 .

Between

- 1) SRI SWAPAN DAS, son of Late Sambhu Nath Das.
- 2) SRI BISWAJIT DAS, son of Late B.B. Das,
- 3) SRI ASHOK SHAH, son of Sri Bhagwan Shah,

Raiyoti Land measu-
ring: 17katha 13Ch.
or 0.294-Acre.

Price Rs. 80,000/00.
P.S. Matigara.

all Hindu by religion, business by occupation, residing at
Vill., P.O. & P.S. Matigara, Dist. Darjeeling, hereinafter called
the PURCHASERS (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 One Part.

Handwritten calculations and notes on the left side, including '336,000', '98000', '12810', and '227234'.

Stamp area containing 'Certified that the Official Stamp duty of Rs. ... has been realized by the Bank Draft having No. ...' and other official markings.

(contd...to 2)

Official stamps and signatures, including 'Registering Officer' and 'Collector'.

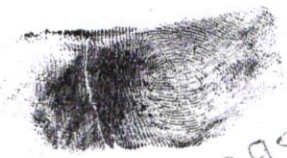
4605 12/6/04

Sworn by ()
Station

Lawyer

Presented by Registration at A.M/P.S.
... the day of July 19...
Bogdoga Addl. Dist. Sub-Registrar

Nabin Prasad Gupta.



2955

Nabin Prasad Gupta
for self and as Constituted
Attorney for Bhagisathi Devi,
Panna Devi, Sakentala Devi,
Lalmoni Devi and Rita Gupta.

Addl. Dist. Sub-Registrar
No. 11 of Bogdoga, P.S. Bogdoga

[Handwritten signature]

Nabin Prasad Gupta
No. 12 of Bogdoga
Of... Bogdoga
P.S. SLG. Matigara/Bogdoga/
Phansidewa Naxalbari/Khoribari
Dist. Darjeeling
By Caste...
By Profession...

for self and as
Attorney for Bhagisathi
Devi, Panna Devi,
Sakentala Devi,
Lalmoni Devi and
Rita Gupta.

Nabin Prasad Gupta
No. 12 of Bogdoga
Of... Bogdoga
P.S. SLG. Matigara/Bogdoga/
Phansidewa Naxalbari/Khoribari
Dist. Darjeeling
By Caste...
By Profession...

[Handwritten signature]

Nabin Prasad Gupta
No. 12 of Bogdoga
Matigara

26.9.04



Page-2.

A n d

Nabin Prasad Gupta
for self and as Constituted
Attorney for Panna
Devi, Bhagirathi Devi,
Sakuntala Devi, Lalmoni
Devi and Rita Gupta.

- 1) SMT.PANNA DEVI,wife of Sri Shiw Kumar Prasad,
- 2) SMT.BHAGIRATHI DEVI,wife of Late Raj Narayan Prasad,
- 3) SMT.SAKUNTALA DEVI,wife of Sri Dwarika Prasad,
- 4) SMT.LALMONI DEVI,wife of Sri Nawal Kisher Prasad,
- 5) RITA GUPTA,daughter of Late Raj Narayan Prasad,
- 6) SRI NABIN PRASAD GUPTA,son of Late Raj Narayan Prasad,

all Hindu by religion,housewife/business by occupation,residing at Vill.,P.O.& P.S.Matigara,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.Vendor 1 to 5 are represented by & through their constituted Attorney abovenamed SRI NABIN PRASAD GUPTA (Vide G.P.No.16,Dated 3.2.1999,and G.P.No.56 ,Dated 28.8.2002,registered at A.D.S.R.Office,Siliguri/Bagdogra).

(contd..to 3)

No. 4606 Date 19/6/23

Name Shree Ganga Prasad

of Patna

Value 100/-

[Signature]
 Stamp Vendor
 S. R. Office, Sitiguri

Not
for
Atte
fian
Lala



~~Atte D. S. K. Prasad~~
~~Patna~~

[Handwritten signature]

1000Rs.



Page-3

Nabin Prasad Gupta
for self and as Constituted
Attorney for Panna
Devi, Bhagwati Devi,
Sakuntala Devi, Lalim-
uni Devi and Rita Gupta.

Whereas Suhag Devi was the Recorded owner/Raiyat of lands in Khatian No.162 (share-2000) which was subsequently inherited & owned by the Vender No.1 and Whereas Raj Narayan Prasad was also the Recorded owner/Raiyat of lands in Khatian No.162 (share-2000) and Khatian No.157 (sixteen annas share) which was subsequently inherited & owned by the Vender Nos .2 to 6 in Accordance with the Provisions of the Hindu Succession Act.1956 (Mouza-Mathapari, J.L.No.79,P.S.Matigara,Dist.Darjeeling).

A n d

Whereas in view of the above, the vendors of this Deed are now the Joint owners & in Possession of land measuring 17katha 13chatak or 0.294acre as shown and delineated by RED border boundary line map/plan annexed herewith forming part of these presents, and as fully described in the schedule below (hereinafter referred to as BELOW SCHEDULED LAND) having permanent heritable and transferrable right, title and interest therein, and that the said land is also free from all encumbrances and charges whatsoever.

(contd..to 4)

4607 19/6/83
Sewatan bay
Malaya
Prof
[Signature]
[Faint text]



Adm. Bk. Sub. R. [unclear]
No. 11 of [unclear] [unclear]

[Handwritten signature]

h.o.l. 0-7

[Small stamp]

11



Page-4.

A n d

Nabin Prasad Gupta
for self and as Consti-
tuted Attorney for Bha-
girathi Devi, Panna Devi,
Sakuntala Devi, Lalmoni
Devi, and Rita Gupta.

Whereas the Vendors being in need of money for investing the same in some developmental plans, have jointly offered for sale the said below scheduled land, free from all encumbrances and charges whatsoever.

A n d

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

A n d

Whereas the Vendors considering the said price so offered by the Purchasers as fair, reasonable and highest have also finally agreed to sell the said below scheduled land to the purchasers at or for the said price of Rs.80,000/00 (Rs. eighty thousand) only, free from all encumbrances and charges whatsoever
(contd., to 5)

... make good the loss
purchasers may suffer or sustain resulting therefrom.

4608 Date 19/6/63
Swapan Das
Malyan
Kano
Stamp Vendor
S. P. Office, Siliguri



~~21/7/63~~
21/7/63

11

Nabin Prasad Gupta
for self and as Constitutor
Attorney for Panna Devi,
Bhagirathi Devi, Sakuntala
Lalmoni Devi and Rita Cray

NOW THIS INDENTURE OF SALE WITNESSETS that in pursuance of the aforesaid offer, acceptance and in consideration of the sum of Rs. 80,000/00 (Rs. eighty thousand) only, paid by the purchasers this day to the vendors in cash (the receipt whereof the vendors does hereby admit and acknowledge as having received and the vendors also grants full discharge to the purchasers from the payment thereof) the vendors doth hereby convey, assign, sell and transfer the said below scheduled 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 purchasers absolutely and for ever TO HAVE AND TO HOLD the same by the purchasers 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 vendors or any person or persons claiming under them, subject to the payment of land revenue and other taxes to the Superior land lord - 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 that the vendors have 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 vendors shall be liable for false recitals and shall also be liable to make good the loss which the purchasers may suffer or sustain resulting therefrom.

Nabin Prasad Gupta
for self and as Constituted
Attorney for Ranna Devi, Bha
Prasathi Devi, Sabantala Devi
Zabonuni Devi and Rita Gupta.

The Vendors further covenants with the purchasers 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 vendors, the purchaser are deprived of ownership or of possession of the said below scheduled land or any part thereof in future, then the vendors shall forthwith return to the purchasers the full or proportionate part of the consideration money as the case may be together with an interest from the date of such deprivation of ownership or of possession, and the vendors shall further be liable to pay adequate compensation to the purchasers for any other loss or injury which the purchasers may suffer or sustain in consequence thereof

SCHEDULE OF THE LAND HEREBY SOLD :

All that piece or parcel of Raiyoti Land measuring 0.014acre included in and forming Part of Plot No.100(New), land measuring 0.100acre included in and forming Part of Plot No.101(New) Old - Plot No.13, and land measuring 0.180acre included in and forming Part of Plot No.102(New), 29(Old), totalling an area measuring 0.2 Acre or 17katha 13chatak, Recorded in Khatian Nos.157 and 162, of Mouza Mathapari, J.L.No.79, within the Jurisdiction of Police

Station Matigara, Sub-division Siliguri, A.D.S.R. Office Bagdogra, Paragana Patharghata, Teuzi No.91, Dist. Darjeeling. The said land is butted and bounded as follows :

North : Land of Smt. Debika Biswas.

South : Sold land of Rajmati Devi and Vendors.

East : Vendors land.

West : Pankhabari Road.

Proportionate yearly rent is Rs.1/50 paisa payable to the Govt. of West Bengal.

(contd., te 7)

Nabin Prasad Gupta
for self and as Constituted
Attorney for Panna Devi,
Bhagirathi Devi, Sakuntala de
Lalmoni Devi and Rita Gupta.

IN WITNESS WHEREOF THE VENDORS-through their constitu-
ted attorney and self set and subscribe his hand on
this Deed on the day, month and year first above
written.

Witnesses:

1) Chandra Prasad Chatterjee,
Mahaigama,
S. K. B. Chatterjee

2) Baram Aich
S/o Lt S. C. Aich
Mahaigama,
Duyyaling

Prepared, typed, read over and
explained by me :

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

18/11/84
8-8-84
ATB

PARTIAL MAP OF MOUZA MATHA PARI JL. NO. 72. SHEET NO. 1. P.S. MATIGARA
 DIST. DARJEELING. SHOWING THE LAND OF SMT. BHAGIRATHI DEVI, SMT. SAKUNTALA
 DEVI, SMT. LAL MANI DEVI, RITA GUPTA, SMT. PANNA DEVI, SRI NABIN PRA-
 SAD GUPTA, OF M.R. COMPOUND, KHALPARA P.O. 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		SHOWN IN
	(OLD)	(NEW)	AREA	TOTAL AREA	
157 E 1GR.	13 (PART)	100 (PART)	0.014 ACRE	0.294 ACRE	RED
	29 (PART)	101 (PART)	0.100 ACRE	17. KATHA. 13 CHH.	
		102 (PART)	0.180 ACRE		

SITE PLAN OF PROPOSED LAND
 AS PER POSSESSION
 SCALE - 1" = 40'

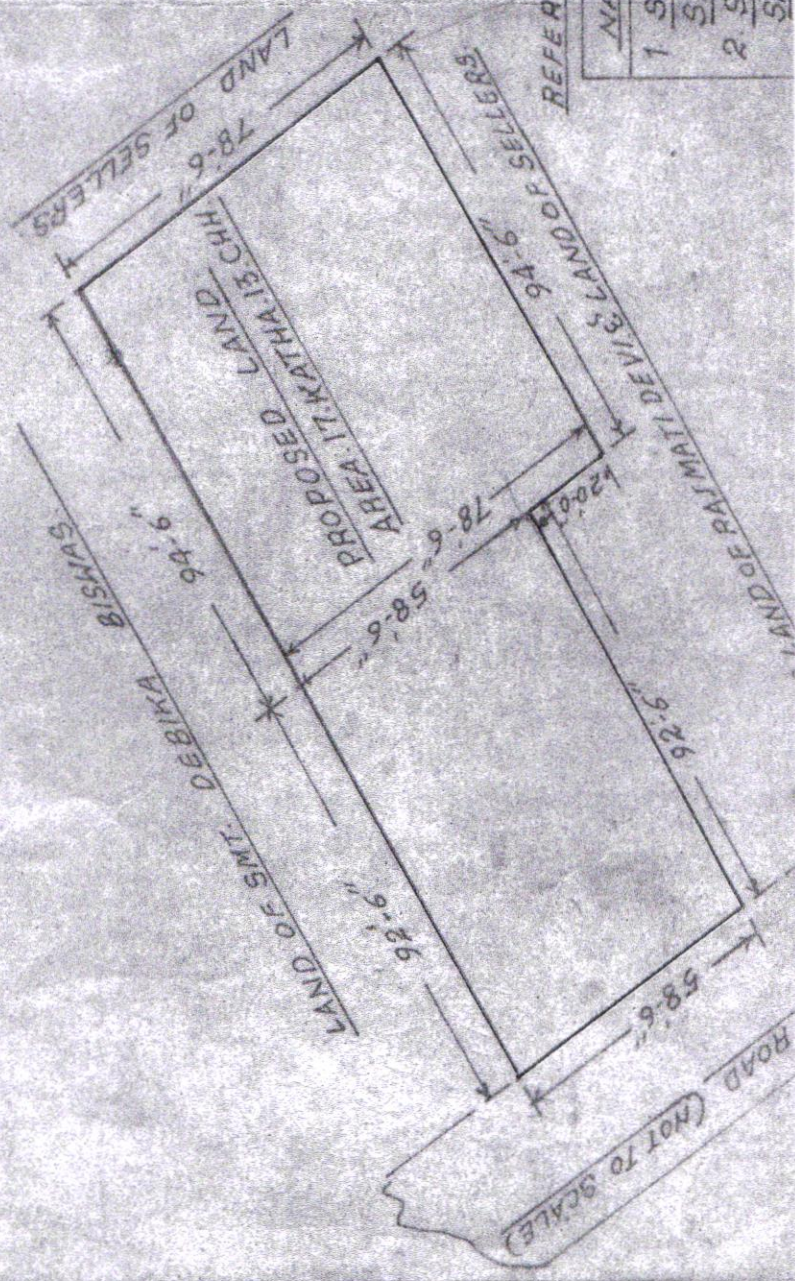
NAME OF SELLERS:

1. SRIMATI. BHAGIRATHI DEVI.
 W/O. LATE. RAJNARAYAN PRASAD.
2. SRIMATI. SAKUNTALA DEVI.
 W/O. SRI. DWARIKA PRASAD.
3. SRIMATI. LAL MANI DEVI.
 W/O. SRI. NAHAL KISHOR PRASAD.
4. RITA GUPTA
 D/O. LATE. RAJ NARAYAN PRASAD.
5. SRIMATI. PANNA DEVI.
 W/O. SRI. SHIV KUMAR PRASAD.
6. SRI NABIN PRASAD GUPTA.
 S/O. LATE. RAJNARAYAN PRASAD.
 OF M.R. COMPOUND, KHALPARA
 P.O. P.S. SILIGURI, DIST. DARJEELING.

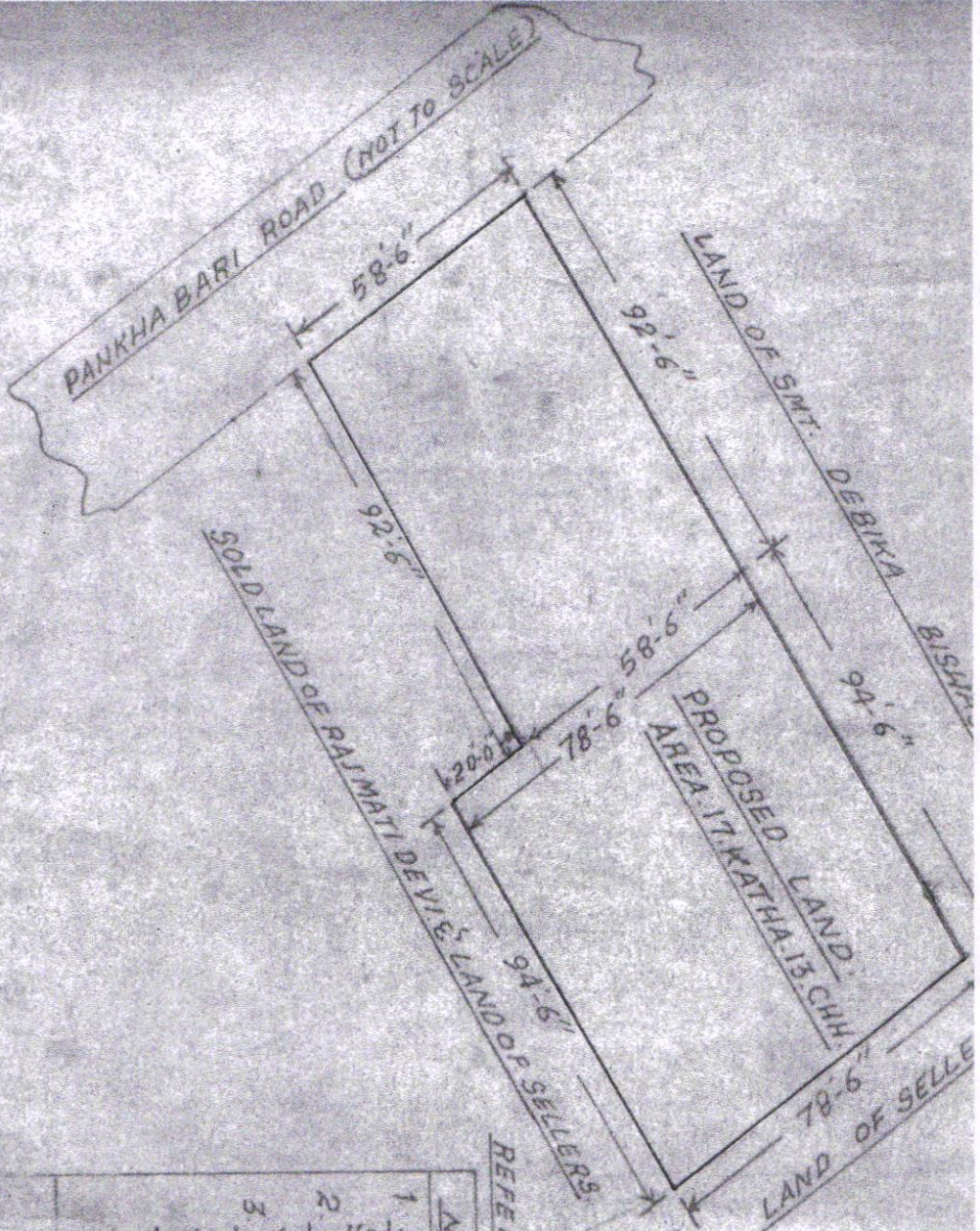
REFERENCE:-

NAME OF PURCHASERS:

1. SRI SWAPAN DAS.
2. SRI SHAMBU NATH DAS.
3. SRI BISWAJIT DAS.
4. S/O. LATE. B.B. DAS.



DRAWN BY:-
HEMEN DEY.
RETIRED AMIN.



REFERENCE:-

- 3 SRIMATI LALMANI DEVI
- W/O SRI. NAMAL KISHOR PRASAD
- 4 RITA GUPTA
- D/O LATE. RAJ NARAYAN PRASAD.
- 5 SRIMATI. PANNNA DEVI.
- W/O SRI. SHIV KUMAR PRASAD.
- 6 SRI. NABIN PRASAD GUPTA.
- S/O LATE. RAJ NARA YAN PRASAD.
- OF. M.R. COMPOUND. KHAL PARA.
- PO. P.S. SILIGURI. DIST. DARJEELING.

NAME OF PURCHASERS
1 SRI. SWAPAN DAS.
S/O LATE SHAMBHU NATH DAS.
2 SRI. BISWA JIT DAS.
S/O LATE. B.B. DAS.
3 SRI. ASHOK SHAH
S/O SRI. BHAGWAN SHAH
ALL OF. MATIGARA
PO. EPS. MATIGARA
DIST. DARJEELING.

Nabin Prasad Gupta
for self and as Constituted
Attorney for Farno Devi, Bhagir-
athi Devi, Sakuntala Devi, Lal-
man Devi and Rita Gupta.

SIGNATURE OF SELLERS
THROUGH CONSTITUENT POWER OF ATTORNEY

Address: *[Handwritten Signature]*
Dr. D. R. Bhatnagar Dr. D. R. Bhatnagar

26.9.04
27



[Vertical stamp or text, possibly 'REGISTRATION OF COMPANIES']

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For the Year: *[Handwritten]*
Date: *[Handwritten]*
Page: *[Handwritten]*
No. *[Handwritten]*

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