.84,02/13

D 8095



পশ্চিমবঙ্গা पश्चिम बंगाल WEST BENGAL

B 069316

B 069316

CERTIFIED THAT THE DOCUMENT THE CHECK ATTOM. THE

Manu

**DEED OF CONVEYANCE** 

S. No. 3370 Date 27/08/2013 Sold to Santanu Chaknabordy and Sla 2000 (Rupees) Dine Judemand Stamp Vendor Siliguri Court L No. R. M / 106 /1993 कोर्गालामन्डा Darjeeling B 069316 The star of Siliguria व्याशिक्ताम्बर Doutified by nie Add Dist. S. p-Registrar Umesh Minda. S/o late. C. M. Min Daylo, Il at is adogra, Darjeeling BILA National High Way P.O. & P.S. Grangtok At- East sikelin

ch 21 021 mal

# THIS DEED OF INDENTURE IS MADE ON THIS THE 27th DAY OF August, 2013.

Area of land : 31 Decimals Plot Nos. : 351 (R.S)

388 (L.R)

Khatian No. : 358 J.L. No. : 70

Mouza : Bairatishal Police Station : Matigara District : Darjeeling

ATHARAKHAI GRAM PANCHAYAT

### **BETWEEN**

(1) SRI SUSANTA CHAKRABORTY, (PAN AEIPC6143G), (2) SANTANU CHAKRABORTY (PAN ABUPC3679C), both sons of Sri Shibatosh Chakraborty, Hindu by religion, Indian by Nationality, residing at Matri-Ashish, Patel Road, P.O. & P.S. Pradhan Nagar, Ward No.3 of Siliguri Municipal Corporation, Dist. Darjeeling, in the State of West Bengal – hereinafter called the FIRST PARTY/PURCHASERS (which expression shall mean & include unless excluded by or repugnant to the context their heirs, executors, successors, legal representatives, administrators and assigns) of the FIRST PART.





Addi Dist. Sp. Registrar Signif at 22 pagina, Darjeeting

### AND

**SMT. KAUSHALYA DEVI MINDA**, Wife of Late Chananmall Minda, Hindu by religion, Indian by Nationality, resident of 31/A, National Highway, P.O. & P.S. Gangtok, District — East Sikkim, in the State of Sikkim — hereinafter called the "**SECOND PARTY/VENDOR**" (which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, successors, legal representatives, administrators and assigns) of the **SECOND PART**.

WHEREAS one **HONGLAL @ HANGLAL SINGH**, Son of Gayshal Singh of Bairatishal Jote, P.S. Matigara, Dist. Darjeeling, was the recorded owner of all that piece or parcel of land measuring 62 Decimals of land under R.S. Plot No.351 corresponding to L.R. Plot No.388, appertaining to Khatian No.358, under Mouza Bairatishal, and had been in possession of the aforesaid land acquiring permanent heritable and transferable right title and interest therein.

### AND

Casa.

WHEREAS being the owner in possession of the aforesaid land said **HONGLAL @ HANGLAL SINGH** sold his entire share of land as mentioned above in favour of the Vendor and her sister-in-law and thus the Vendor alongwith her sister-in-law Smt. Raliya Devi Minda, Wife of Govind Ram Minda, have become the owners of the aforesaid land and were in actual khas and physical possession of the said land, having



Add Dist. Sub-Registrar Slq. II at 379 'ogra, Darjeeling

MIRICAII PAR

permanent, heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

### A N D

WHEREAS thereafter the Vendor abovenmed and her sister-inlaw Smt. Raliya Devi Minda partitioned the aforesaid property amicably and mutually between them by metes and bounds and thereafter the Vendor hereof had handed over the physical possession of her entire share of more or less 31 (thirty one) Decimals of land, morefully described in the schedule below under R.S. Plot No.351 corresponding to L.R. Plot No.388, under Mouza - Bairatishal to and in favour of Sri Shibatosh Chakraborty in the year 1970 and the co-owner Smt. Raliya Devi Minda also handed over physical possession of 10 (Ten) Kathas of land out of her total land of 31 (Thirty One) decimals to and in favour of Sri Shibatosh Chakraborty and since then Sri Shibatosh Chakraborty was/is in possession of the aforesaid land looking after the entire land. The remaining 9 (Nine) Kathas of land out of total land of 31 (Thirty One) Decimals belonging to Smt. Raliya Devi Minda is within the boundary of North Bengal University. Subsequently in the year 1989 the Vendor hereof had agreed to sell the below schedule land to and in favour of the purchasers and thus handed over the possession of the below schedule land to and in favour of the purchasers in the year 1989 but due to her personal engagements she could not execute the Sale Deed in favour of the purchasers and as such she has now decided to execute Deed of Sale in favour of the present purchasers with respect to the below schedule landed property to dispel all doubts

Jaga.



Addl. Dist. Zub-Registrar Slq. II at Landogra, Darjeeling

Chi RICHITA SI

whatsoever regarding title of the property which is in possession of the purchasers all through.

### AND

WHEREAS the Purchasers hereof, also on being agreed to the said proposal of the Vendor have decided to get the Sale Deed executed in their favour by the Vendor with respect to the below schedule landed property and offered a consideration amount of Rs.2,00,000/- (Rupees Two Lac) only free from all encumbrances and charges whatsoever.

### AND

WHEREAS the Vendor hereof, considering the said price so offered by the Purchasers as fair, reasonable and highest in the prevailing market rate of the below schedule landed property has firmly and finally agreed to sell her said below schedule landed property unto the Purchasers at or a consideration amount of Rs.2,00,000/- (Rupees Two Lac) only free from all encumbrances and charges whatsoever and the said land is transferred in the manner as hereinafter appearing.

a vi

NOW THIS DEED OF SALE WITNESSTH, that in pursuance of the aforesaid offer and acceptance and also in consideration of the total sum of Rs.2,00,000/- (Rupees Two Lac) only paid in cash by the purchasers in favour of the Vendor (the receipt whereof the Vendor do hereby fully admit and acknowledge as having received the same and the Vendor also grants full discharge to the Purchasers from the payment thereof) the Vendor doth hereby grant, convey, assign, sell and



Addl. Dist. Mo-Registrar Sig. II at Bagdogra, Darjeeling

20008

12- HI 12 18 10

transfer unto the Purchasers the landed property more particularly described in the schedule below hereunder the physical possession of which has already been delivered to the father of the Purchasers in the year 1970 thereof absolutely and forever TO HAVE AND TO HOLD the same as exclusive owners thereof without any claim or objection, free from all encumbrances and charges whatsoever and made over physical possession thereof together with all paths, passages, liberties, privileges, easements, appendices, appurtenances whatsoever belonging to or any way appertaining thereto as absolute estate, right, title and interest unto and upon the said landed property hereby transferred with permanent, heritable and transferable right, title and interest therein free from all encumbrances whatsoever hereby conveyed or expressed or intended so to be subject to the payment of land revenue and other taxes etc. payable to the superior landlord at present the State of West Bengal or to any other authority or authorities as law may provide from time to time in future.

### AND

The Vendor doth hereby covenant with the Purchasers that the interest which the Vendor professes to transfer the said below scheduled landed property is hereby transferred, expressed or intended so to be unto the Purchasers in the manner aforesaid and the Vendor or any person or persons claiming under her shall and will from time to time, at all times hereafter at the request and cost of the Purchasers to execute all such acts, deeds and things whatsoever for further and more effectually assuring the enjoyment and possession of the purchasers thereof and therein as shall and may be required.

2000



Addl Dist Sub-Pegistrar Sig. II at Angdogra, Darjeeling

A 21 cM 1.4551

### AND

It is further covenanted that the landed property described in the schedule given hereunder is held by the Vendor and has not been surrendered or forfeited or has not become void or voidable and the interest which the Vendor do or professes to transfer subsists and the Purchasers shall and may at all times hereafter peacefully and quietly possess and enjoy the said landed property hereby transferred or expressed or intended so to be without any lawful eviction, claim or demand.

### AND

It is further covenanted that there exists no charge, mortgage, attachment or any other encumbrances whatsoever on the said below schedule landed property hereby transferred or expressed or intended so to be or any part thereof at the date of these presents.

### AND

The Vendor further covenants that all rents, taxes etc. payable for the below schedule landed property hereby transferred or expressed or intended so to be that have accrued due upto the date of these presents have been paid and all other covenants and conditions required to observed and performed by the Vendor in relation to the said below schedule landed property have been observed and performed.

### AND

Jan.



Addl. Dist. Sub-Registrar Sig. II at 23gdoma, Darieeling

The Vendor further declares that the entire property forming subject matter of the present conveyance is and was in khas, actual and physical possession of the father of the Purchasers since the year 1970 till the date of these presents.

### AND

It is further declared by the Vendor that the Vendor has not entered into any binding contract with any other person or persons whatsoever to sell or to transfer or otherwise the said below schedule landed property conveyed by these presents or expressed or intended so to be or any part thereof and that there subsists no such charge, mortgage, attachment or encumbrances, contract for sale or transfer existing with respect to the below schedule landed property or any part thereof at the date of execution of these presents.

### SCHEDULE OF PROPERTY

All that piece or parcel of land measuring more or less 31 (Thirty One) Decimals or 19 (Nineteen) Kathas under R.S. Plot No.351 corresponding to L.R. Plot No.388, R.S. Khatian No.22, & L.R. Khatian No.358, under Mouza — Bairatishal, Pargana — Patharghata, J.L. No.70, Touzi No.91, within the jurisdiction of Atharakhai Gram Panchayat, P.O. New Rangia, Police Station — Matigara, Addl. District Sub-Registry Office — Siliguri II at Bagdogra, District — Darjeeling.

John.



Addl Dist, Sub-Registrar
Slq. II at cagdogra, Darjeeling

The aforesaid landed property is delineated in the sketch map annexed herewith forming part of these presents.

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

By the North

: Land under possession of North Bengal

Spun Pipe Industry;

By the South

: Land of Purchasers;

By the East

: Panchayat Road encroached illegally by

By the West

: North Bengal University.

One separate sheet is attached herewith containing the photographs and fingerprints of the VENDOR and the PURCHASERS forming part of these presents.

The Market Value assessed vide Query No.017873, dated 31-07-2013 of the below scheduled property and proper Non-Judicial Stamps for the said value has been attached with this Deed of Sale accordingly.



Addl Dist. Sub Registrar Slq. II at sugdogra, Darjeeling IN WITHNESS WHEREOF the Vendor in sound mind and good health do hereunto set and subscribed her hands on this Deed of Sale on the day, month and year first above written.

WITNESSES:

1) Rathin Short.

Slo Rate Ranjit Short.

Da. R. A. Sarani

Dangi fara.

PO & AS Siligni

Dist - Darjeeting

2) SauteshSaha S10-Sri Sarban Saha UKil Patra. S.P. BisWas dane P.O, P.S. Dist-Jelpaiguli. 735101 को शामामाडा

### SIGNATURE OF THE VENDOR

Drafted, read over and explained by me and printed in my office

(SIBANI CHAKRABORTY)

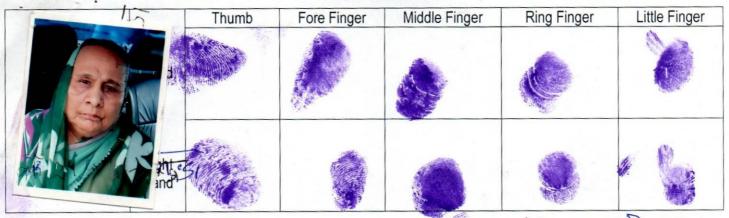
Sibari Chaknaborty

Advocate/Siliguri Enrol. No.F/1085/1048/2000



Addl. Dist. Jub-Régistrat
Siq. II at Bagdogra, Darieeling

## EXECUTANT SHEET (VENDOR)

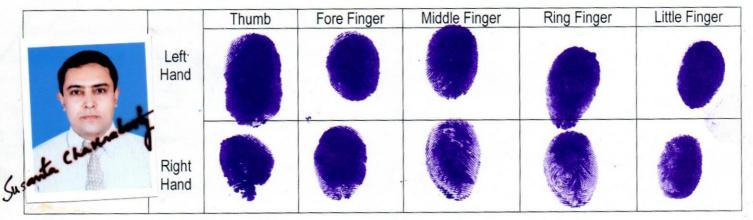


0) 1 & 10-21/ 1× EDT

को द्वारमा कि डा

Signature with date

## CLAIMANT SHEET (PURCHASERS)



Su santa Char nabo sty.

Signature with date

		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Left Hand					
entamistant.	Right Hand					

Signature with date



Addl Did Sub-Registrar Sig. II at Jaegra Darjeeling

### SKETCH MAP / SITE PLAN SHOWING THE LAND TO BE SOLD OF MOUZA - BAIRATISAL, J.L. NO. 70, TOUZI NO. 91, PARGANA - PATHARGHATA, P.S. MATIGARA, DIST. DARJEELING.

### 388 389 391 391 391 391 393 394

Part Trace Map of Mouza - BAIRATISAL, J.L. No. 70 Scale : 16" = 1 Mile.

Proposed Land TO BE SOLD Shown in Dark Black Line : Site Plan of Proposed Land As Per Possession.

#### NAME OF VENDOR :-

SMT KAUSHALYA DEVI MINDA

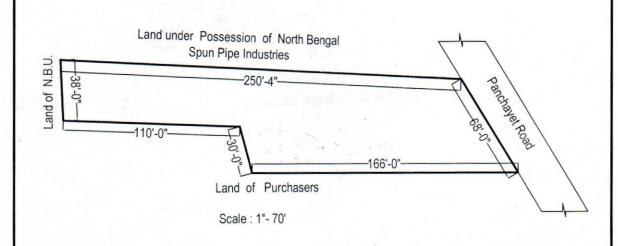
WO KT CHANANMALL MINDA

BI/A NATIONAL HIGHWAY RO PS GANGTOK

### NAME OF PURCHASERS :-

1. SUSANTA CHAKRABORTY
2. SANTANU CHAKRABORTY
BOTH SO SHIBATOSH CHAKRABORTY
MATRI ASHISH, PATEL ROAD,
PORRS PRADHAN NAGAR, SILIGUR)

SCHEDULE OF LAND :-						
KHATIAN NO.	PLOT NO.	AREA.				
358.	R.S 351(Part) L.R 388 (Part),	31 Dec.				



9832604569

@

CANDEL BASAK
Land Surveyor LABOR
Regd. No. 1976ACAG4

Drawn By: -

ONI KI ENTAIS

Signature of the Vendor.





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

20/8/



# Office Of the A.D.S.R. BAGDOGRA District:-Darjeeling

Endorsement For Deed Number : I - 08095 of 2013 (Serial No. 08402 of 2013 and Query No. 0403L000017873 of 2013)

### On 27/08/2013

### Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-50,72,757/-

Certified that the required stamp duty of this document is Rs.- 304366 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

### Presentation(Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)

Presented for registration at 17.00 hrs on :27/08/2013, at the Private residence by Kaushalya Devi Minda ,Executant.

### Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 27/08/2013 by

1. Kaushalya Devi Minda, wife of Late Chananmall Minda, 31/4 National Highway, , Thana:-Gangtok, P.O.:-Gangtok, District:-East Sikkim, SIKKIM, India, , By Caste Hindu, By Profession: Cultivation

Identified By Umesh Minda, son of Late C M Minda, 31/ A National High Way, Thana:-Gangtok, P.O.:-Gangtok, District:-East Sikkim, SIKKIM, India, , By Caste: Hindu, By Profession: Business.

( Dhruba Dasgupta ) A.D.S.R. Siliguri-II at Bagdogra

### On 03/09/2013

### Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number: 23 of Indian Stamp Act 1899, also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

### Payment of Fees:

Amount by Draft

Rs. 55792/- is paid , by the draft number 786497, Draft Date 10/08/2013, Bank Name State Bank of India, SILIGURI COURT, received on 03/09/2013

(Under Article: A(1) = 55792/- on 03/09/2013)

### Deficit stamp duty

Deficit stamp duty Rs. 299370/- is paid , by the draft number 786498/Draft Date 10/08/2013, Bank : State Bank of India, SILIGURI COURT, received on 03/09/2013

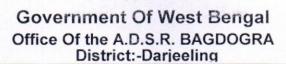
LICA

( Dhruba Dasgupta ) A.D.S.R. Siliguri-II at Bagdogra

EndorsementPage 1 of 2

03/09/2013 13:03:00





Endorsement For Deed Number: I - 08095 of 2013 (Serial No. 08402 of 2013 and Query No. 0403L000017873 of 2013)

> ( Dhruba Dasgupta ) A.D.S.R. Siliguri-II at Bagdogra



( Dhryba Dasgupta )

A.D.S.R. Siliguri-II at Bagdogra

EndorsementPage 2 of 2



### Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 19 Page from 1956 to 1971 being No 08095 for the year 2013.



(Dhruba Dasgupta) 04-September-2013 A.D.S.R. Siliguri-II at Bagdogra Office of the A.D.S.R. BAGDOGRA

West Bengal



