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DEED OF CONVEYANCE

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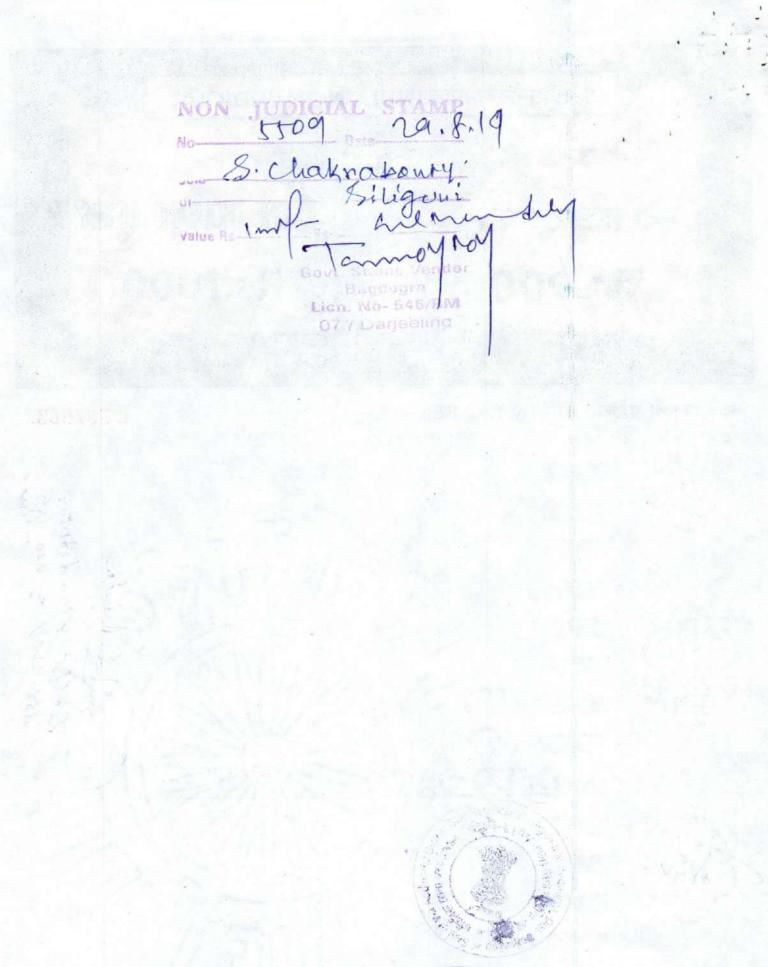
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DEED OF CONVEYANCE

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Page 4 of 17

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DEED OF CONVEYANCE



Page 5 of 17

NON JUDICIAL STAMP

No 541 Page 29.8.14

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Value Bs 1ml-2 and Muy Sulp

Total 2 5ml

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THIS DEED OF INDENTURE IS MADE ON THIS

THE 1st DAY OF September, 2014.

Area of land : 6.5 Kathas 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

SRI SANTANU CHAKRABORTY (PAN ABUPC3679C), Son 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/PURCHASER (which expression shall mean & include unless excluded by or repugnant to the context his heirs, executors, successors, legal representatives, administrators and assigns) of the FIRST PART.

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(1) SRI BRAHAM MINDA & (2) SRI MANISH MINDA,
Both Son of Late Govindram Minda, Hindu by religion, Indian
by Nationality, No.1 resident of H. No. Sector-13, Rohini, Delhi
and No.2 resident of Flat No.107, Pearl Palace, 5-9-1108,
Gunfoundry, Hyderabad – 29, in the State of Andhra Pradesh
being represented by his constituted attorney the Vendor No.1
Sri Braham Minda, vide Document No.681/2014, – hereinafter
called the "SECOND PARTIES/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
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.

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AND

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 mother of the Vendors namely Raliya Devi Minda and her sister-in-law Kaushalya Devi Minda and thus the mother of the Vendors alongwith her sister-in-law Smt. Kaushalya Devi Minda, Wife of Chananmall Minda, had become the owners of the aforesaid land and were in actual khas and physical possession of the said land, having permanent, heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

AND

WHEREAS thereafter Smt. Raliya Devi Minda, mother of the Vendors abovenmed and her sister-in-law Smt. Kaushalya Devi Minda partitioned the aforesaid property amicably and mutually between them by metes and bounds and thereafter the mother of the Vendors hereof had handed over the

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physical possession of her share of more or less 13 (Thirteen) Kathas of land out of total land measuring 19 Kathas, 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. Kaushalya Devi Minda also handed over physical possession of 19 (Nineteen) Kathas or 31 (Thirty One) Decimals of land 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 more or less 6 (Six) Kathas of land out of total land of 31 (Thirty One) Decimals belonging to Smt. Raliya Devi Minda mother of the Vendors is under the possession of North Bengal University. Subsequently, Raliya Devi Minda, the mother of the Vendors had handed over and the physical possession of the aforesaid land to and in favour of the purchaser in the year 1989 as she wanted to sell the below schedule land including the balance amount of 6.5 (Six Point Five)

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Kathas of land to and in favour of the PURCHASER but due to her personal engagements she could not execute the Sale Deed in favour of the PURCHASER and as such after the death of Raliya Devi Minda on 08-11-1999 the Vendors being the sole, surviving legal heirs of Raliya Devi Minda have now decided to execute Deed of Sale in favour of the present PURCHASER with respect to the below schedule landed property to dispel all doubts whatsoever regarding title of the property which is in possession of the PURCHASER all through.

AND

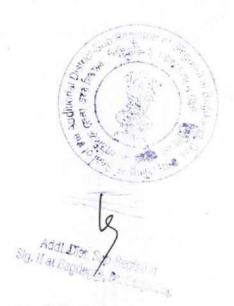
WHEREAS the PURCHASER hereof, also on being agreed to the said proposal of the Vendors have decided to get the Sale Deed executed in his favour by the Vendors with respect to the below schedule landed property and offered a consideration amount of Rs.2,00,000/- (Rupees Two Lacs) only free from all encumbrances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

AND

WHEREAS the Vendors hereof, considering the said price so offered by the PURCHASER as fair, reasonable and highest in

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the prevailing market rate of the below schedule landed property has firmly and finally agreed to sell their said below schedule landed property unto the PURCHASER at or a consideration amount of Rs.2,00,000/- (Rupees Two Lacs) only free from all encumbrances and charges whatsoever and the said land is transferred in the manner as hereinafter appearing.

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 Lacs) only paid in cash by the PURCHASER in favour of the Vendors (the receipt whereof the Vendors do hereby fully admit and acknowledge as having received the same and the Vendors also grants full discharge to the PURCHASER from the payment thereof) the Vendors doth hereby grant, convey, assign, sell and transfer unto the PURCHASER 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 PURCHASER in the year 1970 thereof absolutely and forever **TO HAVE AND**

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TO HOLD the same as exclusive owner 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 Vendors doth hereby covenant with the PURCHASER that the interest which the Vendors professes to transfer the said below scheduled landed property is hereby transferred, expressed or intended so to be unto the PURCHASER in the

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manner aforesaid and the Vendors or any person or persons claiming under them or their mother shall and will from time to time, at all times hereafter at the request and cost of the PURCHASER to 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 be required.

AND

It is further covenanted that the landed property described in the schedule given hereunder is held by the Vendors and has not been surrendered or forfeited or has not become void or voidable and the interest which the Vendors do or professes to transfer subsists and the PURCHASER 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.

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It is further covenanted that there exists no charge, mortgage, attachment or any other encumbrances whatsoever on the said below schedule land 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 charges, mortgage or attachment or any other encumbrances whatsoever, the Vendors 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 the loss or injury that the Purchaser shall has to suffer in consequence thereof.

AND

The Vendors 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 Vendors in relation to the said below schedule landed property have been observed and performed.

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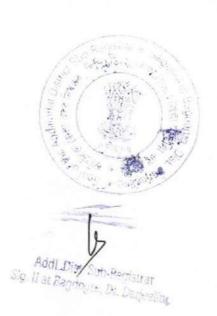
AND

The Vendors 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 PURCHASER since the year 1970 till the date of these presents.

AND

It is further declared by the Vendors that the Vendors have 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.

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SCHEDULE OF PROPERTY

All that piece or parcel of land measuring more or less 6.5/ (Six Point Five) Kathas or 10.725 (Ten Point Seven Two Five) Decimals, 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.

The said land is butted and bounded as follows:-

By the North

: Land of

Vendors the

under

possession

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possession of the Purchaser

Bengal

University;

By the South

: Land of Vendors

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By the East

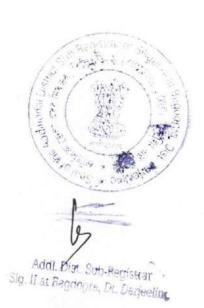
Kuchha Panchayat Road encroached illegally

by different people.

By the West

: North Bengal University.

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0 1 SEP 2014

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

The Market Value assessed vide Query No.017621, dated 31-07-2014 of the below scheduled property and proper Non-Judicial Stamps for the said value has been attached with this Deed of Sale accordingly.

IN WITHNESS WHEREOF the Vendors in sound mind and good health do hereunto set and subscribed their hands on this Deed of Sale on the day, month and year first above written.

WITNESSES:

1) Sonport Brage.

VIII - Chakasman

Ot- Dasjeeling

2) Madhunite Sarvan Do Minal Sarkan. 42-J-C-Base Road

Hazimpona, Silógus Po+P.S- Biligari Dist - Devigeeling.

SIGNATURE OF THE VENDORS

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

(SIBANI CHAKRABORTY)

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

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Addl. Dist. Sun-Registrar Sig. II at Bagdogra, Dt. Darjeeling

0 1 SEP 2014

EXECUTANT SHEET (VENDOR)

•		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Zuhan hut	Left Hand					
	Right Hand					

Suhanheinder

Signature with date 1/4/2014

CLAIMANT SHEET (PURCHASER)

		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Santanuelhan	Left Hand					
	∕Right ∫Hand					

Signature with date

. . 5"



Addl, Dist. Sub-Registrar Slg. II at Bagdogra, Dt. Darjeeling

0 1 SEP 2014



Government Of West Bengal Office Of the A.D.S.R. BAGDOGRA

District:-Darjeeling

Endorsement For Deed Number : I - 07995 of 2014 (Serial No. 08238 of 2014 and Query No. 0403L000017619 of 2014)

On 01/09/2014

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

Presented for registration at 17.32 hrs on :01/09/2014, at the Private residence by Braham Minda ,Executant.

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

Execution is admitted on 01/09/2014 by

 Braham Minda, son of Late Govindram Minda , H. No. Sector- 13, Rohini, Delhi, DELHI, India, , By Caste Hindu, By Profession : Others

Identified By Santosh Kr Prasad, son of Late Arjun Prasad, Chakarmari, Thana:-Kharibari, P.O.:-Bhajanpur, District:-Darjeeling, WEST BENGAL, India, , By Caste: Hindu, By Profession: Advocate.

Executed by Attorney

Execution by

1. Braham Minda, son of Late Govindram Minda, H. No. Sector- 13, Rohini, Delhi, DELHI, India, By Caste Hindu By Profession: Others, as the constituted attorney of Manish Minda is admitted by him.

Identified By Santosh Kr Prasad, son of Late Arjun Prasad, Chakarmari, Thana:-Kharibari, P.O.:-Bhajanpur, District:-Darjeeling, WEST BENGAL, India, , By Caste: Hindu, By Profession: Advocate.

(Kaushik Ray) A.D.S.R. Siliguri-II at Bagdogra

On 02/09/2014

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.-17,55,010/-

Certified that the required stamp duty of this document is Rs.- 87750 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

(Kaushik Ray) A.D.S.R. Siliguri-II at Bagdogra

On 03/09/2014

Deficit stamp duty

Deficit stamp duty

- Rs. 53340/- is paid , by the draft number 292363, Draft Date 06/08/2014, Bank : State Bank of India, SILIGURI COURT, received on 03/09/2014
- 2. Rs. 29410/- is paid, by the draft number 292551, Draft Date 13/08/2014, Bank: State Bank of India, SILIGURI COURT, received on 03/09/2014

(Kaushik Ray)

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

EndorsementDage 1 of





Government Of West Bengal Office Of the A.D.S.R. BAGDOGRA District:-Darjeeling

Endorsement For Deed Number : I - 07995 of 2014 (Serial No. 08238 of 2014 and Query No. 0403L000017619 of 2014)

> (Kaushik Ray) A.D.S.R. Siliguri-II at Bagdogra

On 12/09/2014

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 Cash

Rs. 19305.00/-, on 12/09/2014

(Under Article: A(1) = 19305/- on 12/09/2014)

(Kaushik Ray) A.D.S.R. Siliguri-II at Bagdogra



(Kaushik Ray)

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

17/00/2014 17:30:00

EndorcamentDaga 2 of 2



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 27 Page from 502 to 527 being No 07995 for the year 2014.



(Kaushik Ray) 18-September-2014 A.D.S.R. Siliguri-II at Bagdogra Office of the A.D.S.R. BAGDOGRA West Bengal





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 24 Page from 4929 to 4955 being No 07415 for the year 2014.



(Kaushik Ray) 11-September-2014 A.D.S.R. Siliguri-II at Bagdogra Office of the A.D.S.R. BAGDOGRA West Bengal



