

2-8063/13

I. 7714



पश्चिम बंगाल WEST BENGAL

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Hitesh Chandra Roy Pasaria

As constituted attorney of

1. SMT. DHEMCHISWARI SINGHA
- @ DHEMESHWARI SINGHA
- @ SARAJANI SINGHA
2. SMT. TEMCHISWARI SINGHA
- @ TEMESWARI SINGHA
- @ NIRUBALA SINGHA
3. SMT. BISHAKA SINGHA
- @ BISHUYA SINGHA

DEED OF SALE

CERTIFIED THAT THE DOCUMENT
 ADMITTED TO REGISTRATION, THE
 SIGNATURE SHEET AND THE
 ENDORSEMENT SHEET ATTACHED
 TO THIS DOCUMENT ARE THE PARTS
 OF THIS DOCUMENT.

ADDL. DIST. SUB-REGISTRAR
 BAGDOGRA, DIST. BAGBELING

10/11/13

Hemish, eko. Anwar Basmah
As constituted attorney of
1. SMT. DHEMCHISWARI
SINGHA @ DHEMESHWARI
SINGHA @ SARAJANI SINGHA
2. SMT. TEMCHISWARI
SINGHA @ TEMESWARI
SINGHA @ NIRUBALA SINGHA
3. SMT. BISHAKA SINGHA @
BISHUYA SINGHA

THIS DEED OF SALE IS MADE ON THIS THE...14th...DAY OF
AUGUST 2013

SCHEDULE OF LAND

MARKET VALUE : Rs. 21,60,009/-
SET FORTH VALUE : Rs 14,90,000/-
TOTAL AREA : 8 Kathas
MOUZA : Bairatisal
PLOT NO. : R.S. 307(P), L.R. 330 (P)
KHATIAN NO. : 2388
J.L. NO. : 70
P.S : Matigara
PARAGANA : Patharghata
DIST. : ~~DARJEELING~~

OFFICE OF THE A. D. S. R. SILIGURI

BETWEEN

Harish Chandra Roy Basunia

As constituted attorney of

1. SMT. DHEMCHISWARI SINGHA @ DHEMESHWARI SINGHA @ SARAJANI SINGHA
2. SMT. TEMCHISWARI SINGHA @ TEMESWARI SINGHA @ NIRUBALA SINGHA
3. SMT. BISHAKA SINGHA @ BISHUYA SINGHA

SMT. DOLLY GUPTA, D/O Sri Vidyanand Gupta, Hindu by religion, housewife by occupation, resident of Lala Busty (Rabindra Nagar), P.O & P.S- Bagdogra, Dist- Darjeeling - Hereinafter called as the **"PURCHASER" /FIRST PARTY** (Which expression shall mean and include unless excluded by the repugnant to the context of its heirs, legal representative, executors, successors, administrators and assigns) **THE PARTY OF THE FIRST PART.**

AND

1) **SMT. DHEMCHISWARI SINGHA @ DHEMESHWARI SINGHA @ SARAJANI SINGHA**, W/O Sri Rajen Singha, daughter of Late Dhanswar Singha, 2. **SMT. TEMCHISWARI SINGHA @ TEMESWARI SINGHA @ NIRUBALA SINGHA**, W/O Sri Suren Singha, Daughter of Late Dhanswar Singha 3. **SMT. BISHAKA SINGHA @ BISHUYA SINGHA**, W/O Late Jagadish Singha, all are Hindu by faith, housewife by occupation, No-1 resident of Jamidarguri, P.O. Hatighisha, P.S. Naxalbari, Dist. Darjeeling, West Bengal, India, No-2 resident of Batlabari, P.O & P.S- Bagdogra, Dist- Darjeeling, West Bengal and No-3 resident of Chaitanyapur, P.O- New Rangia, P.S- Matigara, Dist- Darjeeling, West Bengal - hereinafter called the **"VENDORS"** (Which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, successors, administrators, representatives and assigns) of the **SECOND PART.**

The above named vendors are represented by and through their lawful constituted attorney **SRI HARISH CHANDRA ROY BASUNIA**, S/O Late Gaurhari Roy Basunia, Hindu by religion, business by occupation,

Handwritten note:
Hare Krishna

- As constituted attorney of
1. SMT. DHEMCHISWARI SINGHA @ DHEMESHWARI SINGHA @ SARAJANI SINGHA
 2. SMT. TEMCHISWARI SINGHA @ TEMESWARI SINGHA @ NIRUBALA SINGHA
 3. SMT. BISHAKA SINGHA @ BISHUYA SINGHA

resident of Tarijote, Balason Colony P.O.- New Rangia, P.S- Matigara, Dist- Darjeeling, and at present at residing at Subhas Pally, P.O. & P.S.- Siliguri, Dist- Darjeeling, West Bengal – by virtue of a registered General Power of Attorney, being Document No- 00714, for the year 2013, entered in Book No- IV, CD Volume No- V, Pages 1108 to 1120, registered at the Office of the Additional District Sub- Registrar, Siliguri on 10/06/13.

AND

WHEREAS the mother of the above named vendors namely Maneshwari Bewa @ Sameswari Bewa (since deceased) W/O Late Dhaneshwar Singha, was the recorded owner of the land measuring 3 Decimal, situated within Mouza- Bairatisal, J.L No- 70, recorded in Khatian No- 245, in R.S Plot No- 307 corresponding to L.R. Plot No- 330, Pargana- Patharghata, under P.S- Matigara, Dist- Darjeeling, and she had been enjoying and possessing the said land having permanent, heritable and transferable right, title and interest therein.

AND

WHEREAS being owner in such possession said Maneshwari Bewa @ Sameswari Bewa died intestate leaving behind her son Jagadish Singha (since deceased) and two daughters namely 1) SMT. DHEMCHISWARI SINGHA @ DHEMESHWARI SINGHA @ SARAJANI SINGHA, the vendor No.1 hereof and 2. SMT. TEMCHISWARI SINGHA @ TEMESWARI SINGHA @ NIRUBALA SINGHA, the vendor No-2 hereof, as are only legal heirs and successors as per the provisions of the Hindu Succession Act 1956 and accordingly by virtue of an inheritance the above named legal heirs became the Joint Owners of the aforesaid land

Handwritten initials:
S.M.

Has been constituted by the Court.

As constituted attorney of

1. SMT. DHEMCHISWARI SINGHA @ DHEMESHWARI SINGHA @ SARAJANI SINGHA
2. SMT. TEMCHISWARI SINGHA @ TEMESWARI SINGHA @ NIRUBALA SINGHA
3. SMT. BISHAKA SINGHA @ BISHUYA SINGHA

measuring 3 Decimals, each having 1/3rd share therein having permanent, heritable and transferable right, title and interest therein.

AND

WHEREAS being the Joint owners in such possession one of the legal heirs of Maneshwari Bewa @ Sameswari Bewa namely Jagadish Singha died intestate leaving behind his wife Smt. Bishakha Singha @ Bishuya Singha, as his only legal heirs and successors as per the provisions of the Hindu Succession Act 1956 and accordingly by virtue of an inheritance the above named vendor No-3 became the owner of the undivided 1/3rd share of the aforesaid land measuring 3 Decimal left by the deceased Jagadish Singha having permanent, heritable and transferable right, title and interest therein.

AND

WHEREAS the vendor No.1 SMT. DHEMCHISWARI SINGHA @ DHEMESHWARI SINGHA @ SARAJANI SINGHA is the recorded owner of land measuring 3 Decimal situated within Mouza- Bairatisal, J.L No- 70, recorded in Khatian No- 145, in R.S. Plot No- 307, corresponding to L.R Plot No- 330, Pargana- Patharghata, under P.S- Matigara, Dist- Darjeeling. and the vendor No-1 is 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 the vendor No.2 SMT. TEMCHISWARI SINGHA @ TEMESWARI SINGHA @ NIRUBALA SINGHA, is the recorded owner of land measuring 3 Decimal situated within Mouza- Bairatisal, J.L No- 70, recorded in Khatian No- 109, in R.S. Plot No- 307, corresponding to L.R

As constituted attorney of

1. SMT. DHEMCHISWARI SINGHA @ DHEMESHWARI SINGHA @ SARAJANI SINGHA
2. SMT. TEMCHISWARI SINGHA @ TEMESWARI SINGHA @ NIRUBALA SINGHA
3. SMT. BISHAKA SINGHA @ BISHUYA SINGHA

Plot No- 330, Pargana- Patharghata, under P.S- Matigara, Dist- Darjeeling. and the vendor No-2 is 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 the husband of above named vendor No.3 namely Jagadish Singha, since deceased was the recorded owner of land measuring 4 Decimal situated within Mouza- Bairatisal, J.L No- 70, recorded in Khatian No- 98, in R.S. Plot No- 307, corresponding to L.R Plot No- 330, Pargana- Patharghata, under P.S- Matigara, Dist- Darjeeling. and he had been enjoying and possessing the said land having permanent, heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

AND

WHEREAS being owner in such possession saidlea Jagadish Singha died intestate leaving behind his wife Smt. Bishakha Singha @ Bishuya Singha, the vendor No-3 as his only legal heir and successors and accordingly by virtue of inheritance the above named vendor No-3 became the owner of the aforesaid land measuring 4 Decimal, and she is 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 under the aforesaid facts and circumstances the vendors hereof are the owners of altogether land measuring 13 Decimals and they are in actual Khas and physical possession of the said land, having

Hanish Chandra Singh Verma

As constituted attorney of

1. SMT. DHEMCHISWARI SINGHA @ DHEMESHWARI SINGHA @ SARAJANI SINGHA
2. SMT. TEMCHISWARI SINGHA @ TEMESWARI SINGHA @ NIRUBALA SINGHA
3. SMT. BISHAKA SINGHA @ BISHUYA SINGHA

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

AND

WHEREAS the vendor being in need of money for acquiring more profitable properties elsewhere have offered for sale 0.13 Acres or 8 Khatas of land fully described in the schedule below and offered **Rs. 14,90,000/- (Fourteen Lakhs Ninety Thousand) only** free from all encumbrances whatsoever.

AND

WHEREAS the purchaser being in need of a plot of land has accepted the said offer of the vendor and agreed to purchase the said land measuring 0.13 Acres or 8 Khatas of land described in the schedule below and has agreed to pay the vendors a sum of **Rs. 14,90,000/- (Fourteen Lakhs Ninety Thousand) only**, free from all encumbrances, charges whatsoever.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid offer, acceptance and also in consideration of the said sum of **Rs. 14,90,000/- (Fourteen Lakhs Ninety Thousand) only** paid in cash today by the purchaser to the vendor (the receipt whereof the vendors does acknowledge and grant full discharge to the purchaser from the payment thereof), the vendors does hereby grant, convey, sell, assign and transfer unto the purchaser the said land described in the schedule below and makes over possession thereof the purchaser together with all right, title interest liberties, easements, privileges,

Hazi Mahabub Khan

As constituted attorney of

1. SMT. DHEMCHISWARI SINGHA @ DHEMESHWARI SINGHA @ SARAJANI SINGHA
2. SMT. TEMCHISWARI SINGHA @ TEMESWARI SINGHA @ NIRUBALA SINGHA
3. SMT. BISHAKA SINGHA @ BISHUYA SINGHA

appendices appurtenances which ever belonging to or in any way appertaining to the peaceably and quietly without any interference or interruption from the vendor or any persons claiming under their subject to the payment of rent etc. payable to the Govt. of West Bengal.

The vendor does hereby declare that she has not previously sold, mortgaged, transferred or contracted for sale or otherwise the said land hereby sold or any part thereof suffer from no defect of title and in the event of discovery of any contrary is proved, the vendor shall be liable to be deal with according to law both Civil & Criminal as the case may be and shall also be liable to pay adequate compensation to the purchaser.

AK
The vendors does hereby covenant with the purchaser that if for any defect of title of the land hereby sold or any part thereof or for any act done or suffered to be done by the vendors and the purchaser is deprived of ownership or of possession of the land hereby sold of any part thereof in future, the vendor shall be liable to return to the purchaser the full or proportionate part of the said price money as the case may be together with interest from the date of such deprivation or of dispossession of the land hereby sold or any part thereof and shall also be liable to pay adequate compensation @ 18 % per annum to the purchaser for any other loss or injury which the purchaser may suffer or sustain resulting there from.

Handwritten signature/initials, possibly "Hem Chandra Singh" or similar.

As constituted attorney of

1. SMT. DHEMCHISWARI SINGHA @ DHEMESHWARI SINGHA @ SARAJANI SINGHA
2. SMT. TEMCHISWARI SINGHA @ TEMESWARI SINGHA @ NIRUBALA SINGHA
3. SMT. BISHAKA SINGHA @ BISHUYA SINGHA

The vendor do hereby further declare that the vendors at the request and costs of the purchaser do execute all such act, deed or things if the purchaser so requires in future for peaceful enjoyment.

SCHEDULE

All that piece or parcel homestead land measuring 0.13 Acre or 8 Kathas, (Rupni as per R.O.R and proposed to use as Rupni) situated in Mouza – Bairatisal, Paragana - Patharghata, J.L No - 70, P.S. - Matigara, Dist- Darjeeling Sub - Division Siliguri, A. D. S. R. Office Bagdogra – II, Dist- Darjeeling appertaining to as follows:-

Khatian No		Plot No		Area of Land hereby sold
R.S. 245	L.R. 245	R.S. 307,	L.R. 330	3 Decimal
R.S. 245	L.R. 145	R.S. 307,	L.R. 330	3 Decimal
R.S. 245	L.R. 109	R.S. 307,	L.R. 330	3 Decimal
R.S. 245	L.R. 98	R.S. 307,	L.R. 330	4 Decimal

The said land measuring 8 Kathas or 13 Decimal is butted and bounded as follows:-

BY THE NORTH	:	Land of Ram Charan Singh.
BY THE SOUTH	:	30 ft. wide metal Road.
BY THE EAST	:	Land of Sri Ranjit Roy.
BY THE WEST	:	land of Ratan Lal Agarwal & Others.

Harish chandra Ray Barua
As constituted attorney of
1. SMT. DHEMCHISWARI
SINGHA @ DHEMESHWARI
SINGHA @ SARA JANI SINGHA
2. SMT. TEMCHISWARI
SINGHA @ TEMESWARI
SINGHA @ NIRUBALA SINGHA
3. SMT. BISHAKA SINGHA @
BISHUYA SINGHA

The site plan and the finger print sheet annexed along with this deed is the part of this deed.

IN WITNESS WHEREOF the vendors does hereunto set and subscribe his hand on this deed on the day, month year first above written.

WITNESSES:

1. *puan Roy*
S/o *Hiren Roy*
of *Chaitanya pur*
po New Range
Dist Dooarsing
ps. motiguri


Atit Mahanta
S/O Gyanprada Mahanta
Vill - Seeraj nagar
PO - Khat New Range
PS. Dooarsing
Dist - Dooarsing

Harish chandra Ray Barua
VENDOR


Drafted, read over and explained the contents of this deed by me to the vendors and printed in my office

Shouvik Das
Shouvik Das
Advocate, Siliguri.
Enroll. No- WB- 351/98

EXECUTANTS SHEET

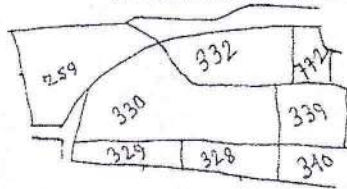
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 i t i					

Rolly Gupta
Signature with date

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
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Hari's h chandray Basani
Signature with date

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.



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

NAME OF PURCHASER :-

SMT. DOLLY GUPTA

D/o. Sri Vidyanand Gupta
Resident of Lala Busty, Rabindra Nagar, P.O. & P.S. Bagdogra,
Dist. Darjeeling.

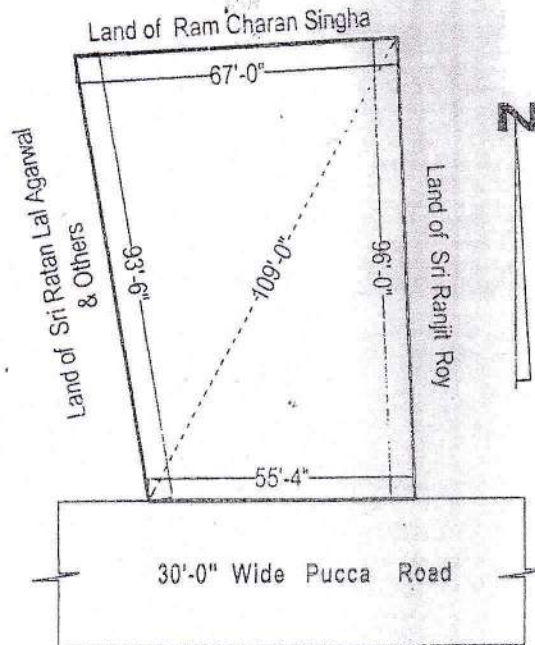
SCHEDULE OF LAND :-

KHATIAN NO.	PLOT NO.	AREA.
L.R. - 245, 145, 109 & 98.	R.S. - 307 (Part), L.R. - 330 (Part),	13.2 Dec. or 8 Katha.

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

NAME OF VENDORS :-

- SMT. DHEMCHISWARI SINGHA**
@ **DHEMESHWARI SINGHA**
@ **SARAJANI SINGHA**
W/o. Sri Rajan Singha, D/o. Late. Dhanswar Singha
Resident of Jamidarguri, P.O. Hatighisha, P.S. Naxalbari, Dist. Darjeeling.
- SMT. TEMCHISWARI SINGHA**
@ **TEMESWARI SINGHA**
@ **NIKUBALA SINGHA**
W/o. Sri Suren Singha, D/o. Late. Dhanswar Singha
Resident of Batlabari, P.O. & P.S. Bagdogra, Dist. Darjeeling.
- SMT. BISHAKHA SINGHA @ BISHUYA SINGHA**
W/o. Late. Jagadish Singha, D/o. Late. Dhanswar Singha
Resident of Chaitanya Pur, P.O. New Rangia, P.S. Matigara, Dist. Darjeeling.
Represented by its constituted attorney of:
SRI HARISH CHANDRA ROY BASUNIA
S/o. Late. Gaurhari Roy Basunia
Resident of Tarijote, Balason Colony, P.O. New Rangia, P.S. Matigara, Dist. Darjeeling.



Scale : 1" = 40'

Drawn By:
Ujjat Basak



Land Surveyor (Amin);
Read. No. 1976707007

Harish Chandra Roy Basunia



Signature of the Vendor.

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. BAGDOGRA, District- Darjeeling
Signature / LTI Sheet of Serial No. 08063 / 2013, Deed No. (Book - I , 07714/2013)

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Harish Chandra Roy Basunia Tarijote, Balason Colony, Thana:-Matigara, P.O. :-New Rangia, District:-Darjeeling, WEST BENGAL, India,	 14/08/2013	 LTI 14/08/2013	<i>Harish Chandra Roy Basunia</i>

II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Harish Chandra Roy Basunia Address -Tarijote, Balason Colony, Thana:-Matigara, P.O. :-New Rangia, District:-Darjeeling, WEST BENGAL, India,	Attorney	 14/08/2013	 LTI 14/08/2013	<i>Harish Chandra Roy Basunia</i>

Name of Identifier of above Person(s)

Atul Mahanta
Sarat Nagar, Thana:-Matigara, P.O. :-New Rangia,
District:-Darjeeling, WEST BENGAL, India,

Signature of Identifier with Date

Atul Mahanta

[Signature]
14/08/2013



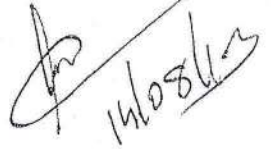
Government Of West Bengal
Office Of the A.D.S.R. BAGDOGRA
District:-Darjeeling

Endorsement For Deed Number : I - 07714 of 2013
(Serial No. 08063 of 2013 and Query No. 0403L000017969 of 2013)

1. Harish Chandra Roy Basunia, son of Late Gaurhari Roy Basunia , Tarijote, Balason Colony, Thana:-Matigara, P.O. :-New Rangia, District:-Darjeeling, WEST BENGAL, India, By Caste Hindu By Profession: Business, as the constituted attorney of 1. Dhemchiswari Singha alias Dhemeshwari @ Sarajani Singha 2. Temchiswari Singha alias Temeswari @ Nirubala Singha 3. Bishaka Singha alias Bishuya Singha is admitted by him.

Identified By Atul Mahanta, son of Gurupada Mahanta, Sarat Nagar, Thana:-Matigara, P.O. :-New Rangia, District:-Darjeeling, WEST BENGAL, India, , By Caste: Hindu, By Profession: Others.

(Tsering Doma Bhutia)
A.D.S.R. Siliguri-II at Bagdogra



(Tsering Doma B
A.D.S.R. Siliguri-II at Ba



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

Endorsement For Deed Number : I - 07714 of 2013
(Serial No. 08063 of 2013 and Query No. 0403L000017969 of 2013)

On 14/08/2013

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 Cash

Rs. 23760.00/-, on 14/08/2013

(Under Article : A(1) = 23760/- on 14/08/2013)

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.-21,60,009/-

Certified that the required stamp duty of this document is Rs.- 108000 /- and the Stamp duty paid as: Impressive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty

1. Rs. 40000/- is paid , by the draft number 905703, Draft Date 14/08/2013, Bank : State Bank of India, I A F CAMP BAGDOGRA, received on 14/08/2013
2. Rs. 40000/- is paid , by the draft number 905702, Draft Date 14/08/2013, Bank : State Bank of India, I A F CAMP BAGDOGRA, received on 14/08/2013
3. Rs. 23000/- is paid , by the draft number 905701, Draft Date 14/08/2013, Bank : State Bank of India, I A F CAMP BAGDOGRA, received on 14/08/2013

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

Presented for registration at 14.10 hrs on :14/08/2013, at the Office of the A.D.S.R. BAGDOGRA b
Harish Chandra Roy Basunia ,Executant.

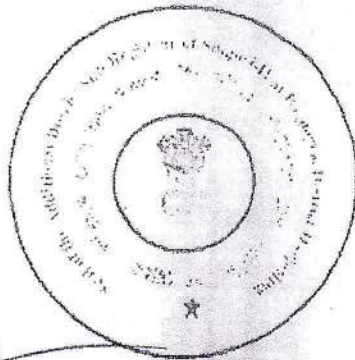
Executed by Attorney

Execution by

(Tsering Doma Bhuti
A.D.S.R. Siliguri-II at Bagdogra
Page 1 of 2

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 18
Page from 1421 to 1437
being No 07714 for the year 2013.



Dhruba Dasgupta

(Dhruba Dasgupta) 20-August-2013
A.D.S.R. Siliguri-II at Bagdogra
Office of the A.D.S.R. BAGDOGRA
West Bengal