

7253/2013

I. 7046



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

A 808717

A 808717

See
REVENUE OFFICE
B. L. & L. R. O. S. D. S.
Muzaffarpur, Bihar

ACKNOWLEDGMENT THAT THE DOCUMENT
ADMITTED TO REGISTRATION, THE
SIGNATURE SHEET AND THE ENDORSEMENT
SHEETS ATTACHED TO THIS DOCUMENT
ARE THE PROPERTY OF THIS DOCUMENT

SUB-REGISTRAR
MIRZAPUR

18/7/13

Soni Thapa
Suthan Thapa

as constituted attorney of

Suthan Thapa

DEED OF SALE

Sl. No. ⁰⁰⁰⁸ 1367 Date 15/7/13
Sold to Maa Poarmagiri Estates
of Netajipally
P.O. Kadamtalla
Rs. 5000/- (Rupees) Five thousand only



Shri:

Dibyendu Ghosh
Stamp Vender
A.D.S.R. Bagdogra
L.No. 544 / R.M

517808 A
Sri Thapa



1164

Sri Thapa



RECEIVED
15/7/13
15/7/13

Addl. Dist. Sub-Registrar
Sd/- at Bagdogra, Darjeeling

15/7/13

Rajkumar Thapa
S/O CT. Moti Bahadur Thapa
vill. Matigara Bazar
P.O. + P.S. Matigara
Dist. Darjeeling
PIN- 734010.

Seni Thapa
Sudhan Thapa
as constituted attorney of
Sudhan Thapa

THIS DEED OF SALE IS MADE ON THIS THE ^{16th} DAY OF
JULY 2013

SCHEDULE OF LAND

MARKET VALUE : Rs. 7,63,412 /-
SET FORTH VALUE: : Rs. 2,50,000/-
AREA OF LAND : 4 Decimal

MOUZA : BARAMOHAN SINGH
PLOT NO. : R.S.757, L.R. 1559

KHATIAN NO. : L.R.8844

J.L. NO. : 71

P.S : MATIGARA
PARAGANA : PATHARGHATA

DIST. : DARJEELING

OFFICE OF THE A. D. S. R. SILIGURI - II AT BAGDOGRA

BETWEEN

Sunil Thapa
as constituted attorney of
Indran Thapa

"MAA POORNAGIRI ESTATES" a partnership firm having its office at Netaji Pally, P.O Kadamtala, P.S- Matigara, Dist- Darjeeling, West Bengal, PIN -734011 India, represented by its partners :

1. **SAGAR DHAMEJA**, S/O Sri Suresh Kumar Dhameja, Hindu by faith, business by occupation, resident of 57 Ashok Colony, Pilibhit, P.O. & P.S. - Pilibhit, Dist- Pilibhit, Uttar Pradesh. (PAN No- ACXPD 4473H)
2. **SUNIL KUMAR DHAMEJA**, S/O Sri Satish Dhameja, Hindu by faith, business by occupation, resident of 57 Ashok Colony, Pilibhit, P.O. & P.S. - Pilibhit, Dist- Pilibhit, Uttar Pradesh. (PAN No- ADZPD7997B)
3. **JAYASHREE DAS**, W/O Sri Gautam Das, Hindu by faith, business by occupation, resident of Near Masjid, West Maligaon, P.O- Maligaon P.S- Jhalukbari. Guwahati-II, Dist- Kamrup Metro Assam. (PAN No- ACKPD6725F)
4. **ASHOK KIMTANI**, S/O Late Kishandas, Hindu by faith, business by occupation, resident of House No- 17, Ward No- 5, Greenpark Colony, P.O- Maligaon, P.S. - Jhalukbari , Guwahati-11, Dist- Kamrup Metro, Assam(PAN No- AEDPK7396A)
5. **BASANT KUMAR PATNI**, S/O Late Phool Chand Jain, Hindu by faith, business by occupation, resident of Puja Apartment, S.C. Goswami Road, Panbazar, P.O- Panbazar, P.S- Panbazar Dist- Kamrup Metro Assam. (PAN No- AIFPP4572K)
6. **MADANLAL MANDHYANI**, S/O Late Teomal Mandhyani, Hindu by faith, business by occupation, resident of 3 Kanakdhara Apartment,

Sanj Thapa
as constituted attorney of
Sudhan Thapa


Opposite A.N. College , Boring Road, Patna -13, P.O- Patliputra & P.S- Shri Krishnapuri, Dist- Patna. (PAN No- ADIPM 6497N)

7. RAMBABU RAY, S/O Dasharath Ray, Hindu by faith, business by occupation, resident of Zeromile, Gulabbagh, P.O. & P.S- Sadar, Dist- Purnea, Bihar. (PAN No- AETPR3920D)

8. PARAN JYOTI SAIKIA, S/O Sri Dharma Saikia, Hindu by faith, business by occupation, resident of 07 Lutuma, Binovanagar, P.O- Binovanagar, P.S- Fatasil Ambari Guwahati-18, Dist- Kamrup Metro, Assam. (PAN No- ANCPS7944J)

- Hereinafter called the **PURCHASERS** (Which expression shall mean and include unless excluded by or repugnant to the context its heirs, executors, successors, administrators legal representatives and assigns) **OF THE FIRST PART.**

AND

 **SRI SUDHAN THAPA**, S/O Late Harka Bahadur Thapa, Hindu by faith, General By caste, Indian by nationality, service by occupation and resident of Plinis Myrthang Compound, Masjid Road, Laban, P.O. and P.S- Shillong, Meghalaya, Pin-793004, being represented by his brother **SRI SUNIL THAPA**, S/O Late Harka Bahadur Thapa, resident of Plinis Myrthang Compound, Masjid Road, Laban, P.O. and P.S- Shillong, Meghalaya, Pin-793004 - vide a General Power of Attorney, recorded in Book No- 4, Registration No- 138/2013, Reference No- 1953/ 2013, Volume No- 151, Pages 83 to 86 (Additional book pasting details) registered at Office of the Sub- Registrar at Palampur, Himachal Pradesh. - Hereinafter called the **VENDOR** (Which expression shall mean and include unless excluded by or repugnant to

the context his heirs, executors, successors, administrators legal representatives and assigns) **OF THE SECOND PART.**

Sunil Thapa
as constituted attorney of
Sudhan Thapa

WHEREAS the aforesaid vendor had purchased total land measuring 4 Decimal of land recorded in Khatian No. 2224, R.S. Plot No. 757, J.L. No. 71, Mouza – Baramohan Singha, under P.S. Matigara, Dist. Darjeeling, form Sri Shyamal Roy, S/O Late Jai Nath Roy, vide virtue of a sale deed being No. 06074 for the year 2011 Registered in Book No- I, CD, Volume No- 15, Page From 5432 to 5445, Registered at A.D.S.R. Siliguri II at Bagdogra.

AND

WHEREAS the present Vendor after the purchase of the aforesaid Land measuring 4 Decimal more particularly described in the schedule below had mutated his name in the present settlement record and separate Khatian were opened in his name being Khatian No. 8844 Plot No. 1559 (Area measuring 4 Decimal) situated at Mouza- Baramohan Singh, J.L No. 71, under P.S. Matigara, Dist- Darjeeling.

AND

WHEREAS the vendor herein is having permanent heritable and transferable right title and interest over the land and has been duly enjoying, occupying and possessing the said land freely, openly, adversely without any interruption or objection whatsoever.

AND

WHEREAS the vendor being in need of money have been searching for an intending purchaser/s of the total land measuring **4 Decimal**

which is specifically mentioned in the schedule below for a valuable consideration of **Rs 2,50,000/- (Two Lakhs Fifty Thousand) only**.

Sudhakar Thapa
as constituted attorney of
Sudhakar Thapa

AND

WHEREAS the purchasers have also been searching for a land in the locality where the below schedule property situates and after coming to know the desire / intention of the vendor, the purchasers has approached the vendor to transfer the below schedule land in its favour and also agreed to pay a sum of **Rs 2,50,000/- (Two Lakhs Fifty Thousand) only** finding the said amount reasonable in the present market value.


AND

WHEREAS in pursuance of aforesaid approach and / or offer by the purchasers and also its satisfaction regarding the consideration amount, the Vendor agreed to transfer the below schedule land to and in favour of purchasers for a total consideration of a sum of **Rs 2,50,000/- (Two Lakhs Fifty Thousand) only** for the below schedule land and accordingly both the parties agreed to enter into this indenture with the following terms and conditions to avoid further disputes and differences.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid offer, acceptance and also in consideration of the said sum of **Rs 2,50,000/- (Two Lakhs Fifty Thousand) only** today paid by the purchaser to the vendor by two cheques 1. 016403 of Rs. 50,000/- , Dated- 01/07/13 of Axis Bank Ltd. Hill Card Road, Siliguri, 2. 016405 of Rs. 1, 50,000/- , Dated- 16/07/13 of Axis Bank Ltd. Hill Card Road,

Sunil Thapa
as constituted attorney of
Sudhan Thapa

Siliguri (the receipt whereof the vendors does acknowledge and grant full discharge to the purchaser from the payment thereof), the vendor do hereby grant, convey, sell, assign and transfer unto the purchasers the said land described in the schedule below and makes over possession thereof the purchasers together with all right, title interest liberties, easements, privileges, 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 his subject to the payment of rent etc. payable to the Govt. of West Bengal.

 The vendor does hereby declare that he 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 dealt with according to law both Civil & Criminal as the case may be and shall also be liable to pay adequate compensation to the purchasers.

The vendor do hereby covenant with the purchasers 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 vendor and the purchasers 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 purchasers 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

Sunil Thapa
as constituted attorney of
Sudhan Thapa.

purchasers for any other loss or injury which the purchasers may suffer or sustain resulting there from.

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

SCHEDULE

All that piece or parcel of Rupni land and the same shall be used for the purpose of Bastu land, measuring **4 Decimal** recorded in **Khatian no. 8844, R.S. Plot No. 757, corresponding to L.R. Plot No. 1559**, situated at Mouza- Baramohan Singh, J.L No. 71, under P.S. Matigara, Dist- Darjeeling, Sub-Division Siliguri, A.D.S.R. Office Bagdogra.

The said land is butted and bounded as follows:

Star

By the North	:	Land of father (Plot No- 1558)
By the South	:	Land & boundary wall of Mitra Nursing Home
By the East	:	Land of father (Plot No- 1563)
By the West	:	Land of Sri Anil Chhetri and Keshab Chhetri.

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

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

WITNESSES:

1. Raj Kumar Thapa
S/o L.T. Moti. Bahadur Thapa
vill- Matigara Bazar
P.O + P.S - Matigara
Dist - Darjeeling
Pin - 734010.

Sunil Thapa
as constituted attorney of
Sudhan Thapa.

VENDOR

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












2.

Shouvik Das
Shouvik Das

Advocate, Siliguri.












Enroll. No- WB- 351/98

EXECUTANT SHEET

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



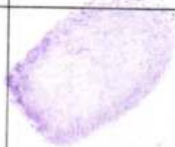





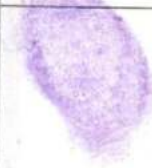


Sajer Dhamya

Sajer Dhamya
Signature with date

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

Sunil Kumar Dhamya








Sunil Kumar Dhamya
Signature with date

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

Jayashree Das












Jayashree Das
Signature with date

EXECUTANT SHEET

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Ashok Kint

Ashok Kint,
Signature with date

		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
						
						

Basant Kar Pahi












Basant Kar Pahi
Signature with date

		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
						
						












Madhul Madhys

Madhul Madhys
Signature with date












EXECUTANT SHEET

		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
 <p>PHOTO</p> <p>left and</p> <p>right hand</p>						
						

Ram Babu Ray
Signature with date

		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
						
						

Sanjayoli Sankar
Signature with date

		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
 <p>SUNIL Chopra</p>						
						

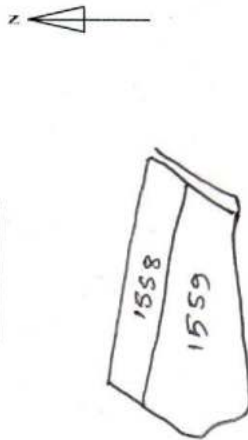
Sunil Chopra
Signature with date

SITE PLAN SHOWING ALL THAT PIECE OR PARCEL OF VACANT LAND TO BE SOLD AS PER FOLLOWING SCHEDULE.

VENDORS

SRI SUDHAN THAPA,
S/O LATE HARKA BAHADUR THAPA,
GENERAL POWER OF ATTORNEY TO
SRI SUNIL THAPA, S/O LATE HARKA BAHADUR THAPA,
OF PLINIS MARTHANG, COMPOUND, MASJID ROAD,
LABAN, P. O. & P. S. SHILONG, MEGHALAYA.

MOUZA MAP




Part trace Govt. Survey Map of Mouza
BARAMOHAN SINGH, J. L. No. 71.
SCALE: 16" = 1 MILE
Land Area :
04 DECIMAL EACH = 16 DECIMAL

SCHEDULE OF LAND

KH. NO.	:-	6773, 6774, 8844, 8845	(L. R.)	(R. S.)
PLOT NO.	:-	1559	(L. R.) 757	(R. S.)
AREA	:-	(04 + 04 + 04 + 04) = 16 DECIMAL		
P. S.	:-	MATIGARA		
DIST	:-	DARJEELING.		
STATE	:-	WEST BENGAL.		

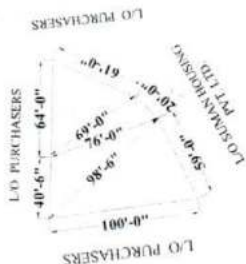
Seni Thapa
as constituted attorney of
as constituted attorney of
Signature of Vendors

Sardhan Shepa.

DRAWN BY  13/05/13
 Rev'd N. Z.

PURCHASERS

"MAA POORNAGIRI ESTATES" OF NETAJI PALLI, P. O. KADAMTALA, P. S. MATIGARA, DIST. DARJEELING.
 REPRESENTED BY :- 1. SRI SAGAR DHAMEJA, S/O SRI SURESH KUMAR DHAMEJA, OF 57 ASHOK COLONY,
 P. O. & P. S. PHILIBHIT, DIST. PILIBHIT. (UTTAR PRADESH).
 2. SRI SUNIL KUMAR DHAMEJA, S/O SRI SATISH DHAMEJA, OF 57 ASHOK COLONY.
 P. O. & P. S. PHILIBHIT, DIST. PILIBHIT. (UTTAR PRADESH).
 3. SMT JAYASHREE DAS, W/O SRI GOUTAM DAS, OF NEAR MASJID, WEST MALIGAON,
 P. O. MALIGAON, P. S. JHALUKBARI, GUWAHATI - II, DIST. KAMRUP METRO (ASSAM).
 4. SRI ASHOK KIMTANI, S/O LATE KISHANDAS, OF HOUSE NO. - 17, WARD NO. - 5, GREENPARK COLONY,
 MALIGAON, P. O. & P. S. GUWAHATI - II, DIST. KAMRUP METRO. (ASSAM).
 5. SRI BASANT KUMAR PATNI, S/O LATE PHOOL CHAND JAIN, OF PUJA APARTMENT, S. C. GOWAMI ROAD,
 PANBAZAR, P. O. & P. S. PANBAZAR, DIST. KAMRUP METRO (ASSAM).
 6. SRI MADANLAL MANDHYANI, S/O LATE TEOMAL MANDHYANI, OF 3 KANAKDHARA APARTMENT,
 OPPOSITE A. N. COLLEGE, BORING ROAD, PATNA - 13, P. O. PATLIPUTRA, P. S. SHRI KRISHNAPURI, DIST. PATNA.
 7. SRI RAMBABU RAY, S/O DASHARATH RAY, OF ZEROMILE, GULABBAGH, P. O. & P. S. SADAR, DIST. PURNEA. (BIHAR).
 8. SRI PARAN SAIKIA, S/O SRI DHARMA SAIKIA, OF 7 LUTUMA, BINOVANAGAR,
 O. BINOVA NAGAR, P. S. FATAFIL AMBARI GUWAHATI - 18, DIST. KAMRUP METRO. (ASSAM).





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

Endorsement For Deed Number : I - 07046 of 2013
(Serial No. 07253 of 2013 and Query No. 0403L000016107 of 2013)

On 16/07/2013

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.-7,63,412/-

Certified that the required stamp duty of this document is Rs.- 38171 /- and the Stamp duty paid as: Impressive Rs.- 5000/-

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

Presented for registration at 17.40 hrs on :16/07/2013, at the Private residence by Sunil Thapa ,Executant.

Executed by Attorney

Execution by

1. Sunil Thapa, son of Late Harka Bahadur Thapa , Plinis Myrthang Compound Masjid Road , Laban, P.O. :-Shillong, MEGHALAYA, India, Pin :-793004 By Caste Hindu By Profession: Business,as the constituted attorney of Sudhan Thapa is admitted by him.

Identified By Raj Kumar Thapa, son of Late Moti Bahadur Thapa, Matigara Bazar, Thana:-Matigara, P.O. :-Matigara, District:-Darjeeling, WEST BENGAL, India, Pin :-734010, By Caste: Hindu, By Profession: Business.

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

On 18/07/2013

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/-

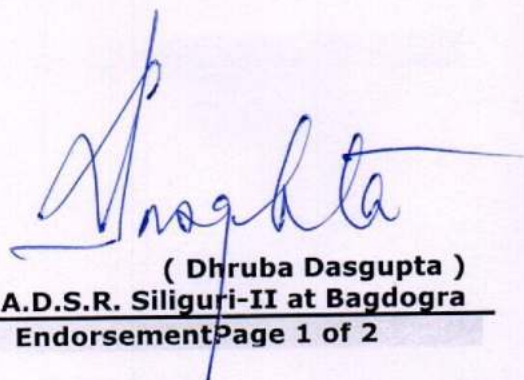
Payment of Fees:

Amount By Cash

Rs. 8393.00/-, on 18/07/2013

(Under Article : A(1) = 8393/- on 18/07/2013)

Deficit stamp duty


(Dhruba Dasgupta)
A.D.S.R. Siliguri-II at Bagdogra
Endorsement Page 1 of 2

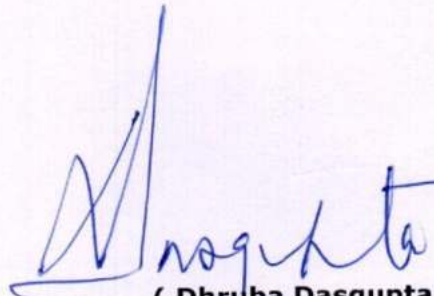


Government Of West Bengal
Office Of the A.D.S.R. BAGDOGRA
District:-Darjeeling

Endorsement For Deed Number : I - 07046 of 2013
(Serial No. 07253 of 2013 and Query No. 0403L000016107 of 2013)

Deficit stamp duty Rs. 33180/- is paid , by the draft number 705782, Draft Date 12/07/2013, Bank :
State Bank of India, NORTH BENGAL UNIV CMPUS, received on 18/07/2013

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


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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 16
Page from 2178 to 2194
being No 07046 for the year 2013.



(Dhruba Dasgupta) 18-July-2013
A.D.S.R. Siliguri-II at Bagdogra
Office of the A.D.S.R. BAGDOGRA
West Bengal