

# भारतीय गैर न्यायिक



## INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

74AA 835139

Deed no. I 4474 of 2009

### FEES PAID

1 (8)	Rs. 8.00
1 (2)	Rs. 2.00
8 (a)	Rs. 203.00
8 (b)	Rs. 10.00
N.J. Stamp	Rs. 10.00
Cartige Paper	Rs. 29.00
C.F.S.	Rs. 10.00

Total Rs. 299.00

Copy Submitted on 27/12/13  
Copy Prepared on 27/12/13  
Delivered on 27/12/13  
Name of Applicant A. Binwan  
Serial No. of Copy 9888/3833

Addl. Dist. Sub-Registrar  
Goleen, Jalpaiguri

27/12/13



भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

Rs.1000



महानगरपालिका पश्चिम बंगाल WEST BENGAL

A-810734

अ/व. नम्बर	992 000
Value	500 000
...	49,500
...	25,000
...	21,500



The Remaining Stamp Duty  
 Rs. 20000  
 ec No. 366069  
 15/10/07  
 SILIGURI  
 27-11-07

Nupur Das

**DEED OF CONVEYANCE**

REGISTRATION No. 101  
 SFS & DEFICIT STAMP DUTY of Contd... P/2  
 Rs. 23,500/- NO. DD No. 26/10/07  
 dt. 10-10-07 SSI 2722973  
 GATE, DEFICIT and DEFICIT  
 REGISTRATION NO. 101/2007  
 Value Rs. 500,000/-  
 at Rajganj, Jalpaiguri



Certified that the document is admitted to registration. The signature sheet on the endorsement sheets attached to the document are the part of this document.

*[Signature]*  
 Additional Dist. Sub-Registrar  
 Rajganj Jalpaiguri

26-11-07  
27-11-07

15 OCT 2007



पश्चिम बंगाल WEST BENGAL

Nupur Das

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**DEED OF CONVEYANCE**

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पश्चिम बंगाल WEST BENGAL

Nuptur & Co.

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**DEED OF CONVEYANCE**

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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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**DEED OF CONVEYANCE**



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पश्चिम बंगाल WEST BENGAL

Nupur Devi's

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**DEED OF CONVEYANCE**

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THIS INDENTURE IS MADE ON THIS THE 31<sup>st</sup> DAY OF OCTOBER  
IN THE YEAR OF TWO THOUSAND SEVEN

AREA	3 Kathas
RICE	Rs. 5,00,000/-
R. S. PLOT NO.	348/703, 348.
R. S. KHATIAN NO.	459/11, 459/1.
SHEET NO.	9.
MOUZA	Dabgram.
J. I. NO.	2
PARGANA	Bukunthapur.
POLICE STATION	Bhaktinagar.
DISTRICT	Jalpaiguri.
STATE	West Bengal.
AREA LOCATED	Under Gram Panchayet.

### B E T W E E N

1. SRI. BIBHUTI PRASAD AGARWAL, son of late Siwkaran Das Agarwal, an Indian Citizen, Hindu by religion, Business by occupation, 2. SMT. MEENA DEVI AGARWAL, wife of Sri. Bibhuti Prasad Agarwal, an Indian Citizen, Hindu by religion, Housewife by occupation, 3. SRI SAJJAN KUMAR GOYAL, son of late Cramilal Goyal, an Indian Citizen, Hindu by religion, Business by occupation, 4. SMT. SARALA DEVI GOYAL, wife of Sri Sajjan Kumar Goyal, an Indian citizen, Hindu by religion, Housewife by occupation, all are resident of Sevoke Road, Siliguri Town, Post office and Police Station- Siliguri, District- Darjeeling, here-in-after collectively called the "PURCHASER" (which expression shall mean and include unless excluded by or repugnant to the context their heirs, successors, executors, administrators, arbitrators, legal representatives and assigns) of the ONE PART.

### A N D

SMT. NUPUR DAS, wife of Dr. Gostha Bihari Das, an Indian Citizen, Hindu by religion, Housewife by occupation, resident of Bidhan Road, Siliguri Town, Post office and Police station -Siliguri, District - Darjeeling, hereinafter called the "VENDOR", (which expression shall mean and include unless excluded by or repugnant to the context her successors, heirs, administrators, arbitrators, legal representative, executors and assigns) of the OTHER PART.

### A N D

WHEREAS the vendor is the owner of an area measuring 0.33 acre or equal to 20 kathas in R. S. plot no. 348/703 and 355/706, recorded in R. S. khatian no 459/11 and 459/12 respectively, situated in mouza -Dabgram under sheet no. 9, within police station previously Rajganj at present Bhaktinagar, District - Jalpaiguri by virtue of registered sale deed bearing no. 1-3647 dated 21/11/1995 registered before the office of the District Sub Registrar at Jalpaiguri and the vendor is the owner of an area measuring 9 kathas 13 chattaks in R. S. plot no. 348/703, recorded in R. S. khatian no. 459/11, situated in mouza -Dabgram, under sheet no. 9, within police station previously Rajganj at present Bhaktinagar,

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District - Jalpaiguri by virtue of registered sale deed being no. 1-3648 dated 21/11/1995 registered before the office of the District Sub Registrar at Jalpaiguri and the vendor is the owner of an area measuring 10 kathas or equal to 0.165 acre in R. S. plot no. 348/703 and 355/706, recorded in R. S. khatian no. 459/11 and 459/12 respectively, situated in mouza - Dabgram, under sheet no. 9, within police station previously Rajganj at present Bhaktinagar, District - Jalpaiguri by virtue of registered sale deed being no. 1-1949 dated 17/06/1996 registered before the office of the District Sub Registrar at Jalpaiguri and the vendor is the owner of an area measuring 3 kathas 10 chattaks 36 square feet in R. S. plot no. 348/703 and 355/706, recorded in R. S. khatian no. 459/11 and 459/12 respectively, situated in mouza - Dabgram, under sheet no. 9, within police station previously Rajganj at present Bhaktinagar, District - Jalpaiguri by virtue of registered sale deed being no. 1-3687 dated 19/11/1996 registered before the office of the District Sub Registrar at Jalpaiguri and the vendor is the owner of an area measuring 5 kathas or equal to 0.0825 acre in R. S. plot no. 348, recorded in R. S. khatian no. 459/1, situated in mouza - Dabgram, under sheet no. 9, within police station previously Rajganj at present Bhaktinagar, District - Jalpaiguri by virtue of registered sale deed being no. 1-4026 dated 25/10/2005 registered before the office of the District Sub Registrar at Jalpaiguri. Altogether the vendor is the absolute owner in possession of an area measuring 48 kathas 7 chattaks 36 square feet in said plots by virtue of aforesaid registered deed of sale and said area of land is under her khas, actual and physical possession having permanent, heritable and transferable right, title and interest therein

AND

WHEREAS the vendor has acquired 0.33 acre of land by virtue of said registered deed of sale being no. 1-3647 dated 21/11/1995, out of that area land measuring 0.29 acre is in plot no. 348/703, recorded in R. S. khatian no. 459/11 and 0.04 acre of land is in plot no. 355/706, recorded in R. S. khatian no. 459/12, both plots of area situated in sheet no. 9 of mouza - Dabgram, within police station at present Bhaktinagar, District - Jalpaiguri. Said deed being no. 1-3647 of 1995 executed by Sri. Digen Roy son of Hari Mohan Roy of Dabgram, Ekanshal, police station - Bhaktinagar, District - Jalpaiguri and Sri. Digen Roy had acquired said deed mentioned sold area of land by virtue of two separate registered deed of sale being no. 1-4467 dated 22/07/1992 and 1-3646 dated 21/11/1995 both deeds were registered before the office of the District Sub Registrar at Jalpaiguri. Said deed being no. 1-4467 of 1992 executed by Sri. Hari Mohan Roy and Sri. Kali Mohan Roy both are sons of late Matikanta Singh and the sellers of the said deed sold 0.412 acre or equal to 1 Bigha 5 Kathas of land in two schedules to said Digen Roy, out of that area land measuring 0.206 acre or equal to 12 1/2 Kathas sold in plot no. 348/703, recorded in khatian no. 459/11, sheet no. 9 of mouza - Dabgram, police station - Rajganj, District - Jalpaiguri as mentioned in schedule - 1 of the said deed and land measuring 0.206 acre sold in plot no. 355/706, recorded in khatian no. 459/12, sheet no. 9 of mouza - Dabgram, police station - Rajganj, District - Jalpaiguri as mentioned in schedule - 2 of the said deed. It has been mentioned in deed no. 1-4467 of 1992 that the seller no. 1 of the said deed namely Hari Mohan Roy had acquired said deed mentioned sold area of land by virtue of a registered sale deed being no. 1-2163 dated 22/03/1968 registered before the office of the District Sub Registrar at Jalpaiguri and it has also been mentioned in said deed that the seller no. 2 of the said deed namely Kali Mohan Roy had acquired

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said deed mentioned sold area of land by virtue of a registered sale deed being no. 1-2273 dated 02/04/1991 registered before the office of the Additional District Sub Registrar at Jalpaiguri. The seller of deed no. 1-2163 of 1968 sold 4 acres of land in five schedule to said Hari Mohan Roy, out of that area land measuring 1.77 acre sold in 13 plots including plot no. 348/703, recorded in khatian no. 459/11, sheet no. 9 of mouza - Dabgram, police station - Rajganj, District - Jalpaiguri as mentioned in schedule - 1 of the said deed and land measuring 0.60 acre sold in 3 plots including plot no. 355/706, recorded in khatian no. 459/12, sheet no. 9 of mouza - Dabgram, police station - Rajganj, District - Jalpaiguri as mentioned in schedule - 2 of the said deed. The seller of deed no. 2163 of 1968 namely Motikanta Singh was the recorded owner of an area measuring 1.16 acre in plot no. 348/703 as recorded in his name in khatian no. 459/11 of mouza - Dabgram and he was also the recorded owner of an area measuring 0.52 acre in plot no. 355/706 as recorded in his name in khatian no. 459/12 of mouza - Dabgram. The seller of deed no. 1-4467 of 1992 namely Sri. Kalimohan Roy had acquired said deed mentioned sold area of land by virtue of a registered sale deed being no. 1-2273 dated 02/04/1991 which executed by four legal heirs of deceased Motikanta Singh namely Sri. Kalimohan Roy, Smt. Mahajoni Roy, Smt. Kameswari Roy and Smt. Sikita Roy and by said deed they had sold 7.32 acre of land to said Kalimohan Roy, out of that area, 6.68 acre of land in 13 plots including plot no. 348/703 recorded in khatian no. 459/11 of mouza - Dabgram and land measuring 0.84 acre in 3 plots including plot no. 355/706 recorded in khatian no. 459/12 of mouza - Dabgram. The sellers of the deed no. 1-2273 of 1991 clearly stated in the said deed that they had inherited the said quantum of land after the death of late Motikanta Singh as his legal heirs and said Motikanta Singh was the recorded owner of an area measuring 1.16 acre in plot no. 348/703 as recorded in his name in khatian no. 459/11 and he was also the recorded owner of an area measuring 0.52 acre in plot no. 355/706 as recorded in his name in khatian no. 459/12 of mouza - Dabgram. The seller of deed no. 1-3647 of 1995 also acquired 0.165 acre or equal to 10 kathas land in plot no. 348/703, 356 and 355/706, recorded in khatian no. 459/11 and 459/12 respectively of mouza - Dabgram by virtue of a registered sale deed being no. 1-3646 dated 21/11/95 registered before the office of the District Sub Registrar at Jalpaiguri and said deed executed by Sri. Hari Mohan Roy son of late Moti Kanta Singh who was acquired said sold area of land by virtue of a registered sale deed being no. 1-2163 of 1968 which executed by the recorded owner of the said area of plots namely Motikanta Singh.

#### A N D

WHEREAS the vendor has also acquired 9-kathas 13 chattaks of land in plot no. 348/703, recorded in R. S. khatian no. 459/11, situated in mouza - Dabgram under sheet no. 9, within police station - Bhaktinagar, District - Jalpaiguri by virtue of a registered sale deed being no. 1-3648 dated 21/11/1995 which executed by Sri. Hari Mohan Roy son of late Motikanta Singh of Dabgram, Fakirshah, police station - Bhaktinagar, District - Jalpaiguri and said Hari Mohan Roy had acquired the said deed mentioned sold area of land including other plots of area by virtue of a registered deed of sale being no. 1-2163 dated 22/03/1968 registered before the office of the District Sub Registrar at Jalpaiguri and he had also acquired some portion of unsold land in said plot including other plots of area

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In way of inheritance as a legal heir of deceased Moti Kanta Singh who was the owner of R. S. khatian being no. 459/11 of mouza -Dabgram. Deed no. 1- 2163 of 1968 executed by Motikanta Singh son of Late Umakanta Das of Dabgram in favour of Hari Mohan Roy son of Motikanta Singh and the seller of the said deed sold total 4.00 acre (four acre) of land in five schedule to said Hari Mohan Roy, out of that area land measuring 1.77 acre sold in 13 plots including plot no. 348/703 recorded in khatian no. 459/11, sheet no. 9 of mouza - Dabgram, police station - Rajganj, District - Jalpaiguri as mentioned in schedule - 1 of the said deed. The seller of deed no. 2163 of 1968 was the recorded owner of an area measuring 1.16 acre in plot no. 348/703 as recorded in his name in khatian no. 459/11 of mouza -Dabgram.

AND

WHEREAS the vendor has also acquired 6 Kathas of land in plot no. 348/703, recorded in R. S. khatian no. 459/11, and 4 Kathas of land in plot no. 355/706, recorded in R. S. khatian no. 459/12, situated in mouza - Dabgram, under sheet no. 9, police station - Rajganj, District - Jalpaiguri by virtue of a registered sale deed being no. 1-1949 dated 17/05/1996 and said deed executed by Sri. Subir Kumar Ghosh son of late Bhabani Prasad Ghosh and Smt. Tapati Ghosh wife of late Bhabani Prasad Ghosh of Hakimpura, Siliguri, police station - Siliguri, District - Darjeeling and it has been stated in said deed no. 1-1949 of 1996 that the seller no. 1 of the said deed had acquired 5 Kathas of land in plot no. 348/706 and 355/706, out of that area land measuring 3 Kathas is in plot no. 348/706, recorded in khatian no. 459/11 and land measuring 2 Kathas in plot no. 355/706, recorded in khatian no. 459/12 both plots are situated in sheet no. 9 of mouza - Dabgram, within police station - Bhaktinagar, District - Jalpaiguri by virtue of a registered sale deed being no. 1 - 2744 date 10/05/1991 registered before the office of the District Sub Registrar at Jalpaiguri and said deed executed by Smt. Debjani Sarkar wife of Sri. Uday Shankar Sarkar and Sri. Barun Kumar Majumdar son of Sri. Sudhir Kumar Majumdar and the seller no. 2 of said deed being no. 1-1949 of 1996 had acquired 5 Kathas of land in plot no. 348/706 and 355/706, out of that area land measuring 3 Kathas is in plot no. 348/706, recorded in khatian no. 459/11 and land measuring 2 Kathas in plot no. 355/706, recorded in khatian no. 459/12, both plots are situated in sheet no. 9 of mouza - Dabgram, within police station - Bhaktinagar, District - Jalpaiguri by virtue of a registered sale deed being no. 1- 2745 dated 05/05/1991 registered before the office of the District Sub Registrar at Jalpaiguri and said deed executed by Smt. Debjani Sarkar wife of Sri. Uday Shankar Sarkar and Sri. Barun Kumar Majumdar son of Sri. Sudhir Kumar Majumdar. Said Smt. Debjani Sarkar wife of Sri. Uday Shankar Sarkar, Sri. Barun Kumar Majumdar son of Sri. Sudhir Kumar Majumdar, late Geuri Ghosh wife of Sri. Narendran Ghosh and Nirmal Kumar Saha son of Govind Chandra Saha had acquired 0.33 acre of land by virtue of a registered sale deed being no. 1-1291 dated 02/03/1989 registered before the office of the District Sub Registrar at Jalpaiguri and by this deed they had acquired said area of land in plot no. 348/703 and 355/706, out of that area land measuring 0.20 acre is in plot no. 348/703, recorded in khatian no. 459/11 and land measuring 0.13 acre in plot no. 355/706, recorded in khatian no. 459/12, both plots are situated in sheet no. 9 of mouza - Dabgram, within police station - Bhaktinagar, District - Jalpaiguri and said deed

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executed by Sri. Sudhamay Dey son of Late Jogesh Chandra Dey and it has been stated in the said deed that he had acquired the said deed mentioned sold area of land by virtue of a registered sale deed being no. 1-1028 dated 19/02/1987 registered before the office of the Additional District Sub Registrar at Jalpaiguri which was executed by Smt. Bivarani Bose wife of Sri. Nepal Chandra Bose and it has been stated in the said deed that she had acquired the said deed mentioned sold area of land by virtue of a registered sale deed being no. 1-2467 dated 28/11/1983 registered before the office of the Additional District Sub Registrar at Jalpaiguri which was executed by Sri. Harimohan Roy, Sri. Kalimohan Roy and Sri. Kolinohan Roy all are sons of late Matikanta Roy and it has been stated in the said deed that their father was the recorded owner of the said deed mentioned plots of area and after the death of their father namely Motikanta Roy, they i. e. the seller of deed no. 1-2467 of 1983 had inherited said sold plots of area as recorded in the name of their father as his legal heirs.

It is pertinent to mentioned that the owners of deed no. 1-1291 of 1989 namely Smt. Debjani Sarkar and Sri. Barun Kumar Majumdar jointly sold 0.05 acre of land in plot no. 348/706 recorded in khatian no. 459/11, under sheet no. 9 of mouza - Dabgram to Smt. Tapati Ghosh by deed no. 1-2745 of 1991 and they have also sold land measuring 0.05 acre in plot no. 348/706 recorded in khatian no. 459/11, under sheet no. 9 of mouza - Dabgram to Sri. Subir Kumar Ghosh by deed no. 1-2744 of 1991 and said purchasers of deed no. 1-2744 of 1991 and 1-2745 of 1991 sold the said 0.10 acre purchased area of land in said plot no. 348/706 to the vendor hereof by deed no. 1-1949 of 1996 as fully mentioned in its schedule - 1 but the owners of deed no. 1-1291 of 1989 were rightly purchased 0.20 acre of land in plot no. 348/703 recorded in khatian no. 459/11 under sheet no. 9 of mouza - Dabgram. The plot no. 348/706 has been wrongly written in the deed no. 1-2744 and 1-2745 both are dated 03/05/1991 in place of actual plot no. 348/703 and subsequently same mistake has been done in the said deed of the vendor being no. 1-1949 dated 17/06/1996 but such mistake has been rectified by the said Smt. Debjani Sarkar and Sri. Barun Kumar Majumdar in favour of the vendor hereof by a registered deed of rectification/declaration being no. 1-1451 dated 11/07/2007 registered before the office of the District Sub Registrar at Jalpaiguri.

#### AND

WHEREAS the vendor has also acquired 3 kathas 10 chattaks 36 square feet of land in plot no. 348/703 and 355/706, recorded in R. S. khatian no. 459/11 and 459/12 respectively, out of that area land measuring 2 kathas 12 chattaks is in plot no. 348/703, recorded in R. S. khatian no. 459/11 and land measuring 14 chattaks 36 square feet is in plot no. 355/706, recorded in R. S. khatian no. 459/12, both plots of area situated in mouza - Dabgram, under sheet no. 9, police station - Rajganj, District - Jalpaiguri by virtue of a registered sale deed being no. 1-3687 dated 19/11/1996, said deed executed by Sri. Digen Roy, Sri. Ranga Roy, Sri. Lal Mohan Roy, all are sons of late Hari Mohan Roy and Smt. Fatakiwari Roy wife of late Hari Mohan Roy on 05/11/1996 to and in favour of the vendor hereof and presented the same for its registration on 14/11/1996 before the office of the District Sub Registrar at Jalpaiguri and said deed admitted on 19/11/1996 after payment of deficit stamp duty by the said office and said sellers of the deed are the legal heirs of late Hari Mohan Roy and it has also been mentioned in the said deed

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that said Hari Mohan Roy had acquired said deed mentioned sold area of land including other plots of area by virtue of a registered deed of sale being no. 1-2163 dated 22/03/1968 registered before the office of the District Sub Registrar at Jalpaiguri. Deed no. 2163 of 1968 executed by Motikanta Singh son of Late Umakanta Das of Dabgram in favour of Hari Mohan Roy son of Motikanta Singh and the seller of the said deed sold total 4.00 acre (four acre) of land in five schedule to said Hari Mohan Roy, out of that area land measuring 1.77 acre sold in 13 plots including plot no. 348/703, recorded in khatian no. 459/11, sheet no. 9 of mouza - Dabgram, police station - Rajganj, District - Jalpaiguri as mentioned in schedule - 1 of the said deed and land measuring 0.60 acre sold in 3 plots including plot no. 355/706, recorded in khatian no. 459/12, sheet no. 9 of mouza - Dabgram, police station - Rajganj, District - Jalpaiguri as mentioned in schedule - 2 of the said deed. The seller of deed no. 1- 3687 of 1996 are inherited the said 2163 of 1968 deed mentioned schedule area of plots after the death of Hari Mohan Roy as his legal heirs. The seller of deed no. 1- 2163 of 1968 was the recorded owner of an area measuring 1.16 acre in plot no. 348/703 as recorded in his name in khatian no. 459/11 of mouza - Dabgram and he was also the recorded owner of an area measuring 0.52 acre in plot no. 355/706 as recorded in his name in khatian no. 459/12 of mouza - Dabgram.

AND

WHEREAS the vendor has also acquired 5 kathas of land in plot no. 348, recorded in R. S. khatian no. 459/1, situated in mouza - Dabgram, under sheet no. 9, within police station previously Rajganj at present Bhaktinagar, District - Jalpaiguri by virtue of a registered sale deed being no. 1-4020 dated 25/10/2000 registered before the office of the District Sub Registrar at Jalpaiguri and said deed executed by Sri. Gobindo Banik son of late Bismbhar Banik of Hakimpara, Siliguri on 30/08/2000 and presented the same for its registration on 01/09/2000 before the said office and said deed admitted on 25/10/2000 after payment of deficit stamp duty by the said office. It has been stated in said deed no. 1-4020 of 2000 that the seller of the deed namely Sri. Gobindo Banik had acquired the said deed mentioned sold area of land by virtue of a registered deed of sale being no. 1-4887 dated 22/08/1989 registered before the office of the District Sub Registrar at Jalpaiguri. Sri. Gobindo Banik had acquired 6 ½ kathas of land in plot no. 348 recorded in khatian no. 459/1, situated in sheet no. 9 of mouza - Dabgram, within police station - Bhaktinagar, District - Jalpaiguri by virtue of said number registered sale deed and said deed executed by Sri. Satya Kumar Paul son of late Jagabandhu Paul of New Paulpara, Dabgram and it has been stated in deed no. 1-4887 of 1989 that said Satya Kumar Paul had acquired said deed mentioned sold area of land by virtue of a registered sale deed being no. 1-2642 dated 12/07/1989 registered before the office of the 2<sup>nd</sup> Sadar Joint Sub Registrar of Jalpaiguri at Rajganj. The deed no. 1- 2642 of 1989 is in the name of said Satya Kumar Paul and Smt. Minerj Paul wife of Sri. Parimal Paul of Labgram, New Paulpara, police station - Rajganj, District - Jalpaiguri. This deed executed by Amulya Kumar Singha son of late Chikendra Nath Singha and it has been stated in this deed that Amulya Kumar Singha had purchased 2642 of 1989 deed mentioned schedule property by virtue of a sale deed being no. 1-4620 dated 31/12/1985 from Sri. Prafulla Kumar Singha and it has also been mentioned that the plot number and khatian number not properly mentioned in deed no. 1-4620 of 1985 which mistakes

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has been rectified by a partition deed being no. 1-3334 dated 29/05/1989 which executed by and between Amalya Kumar Singha and Prafulla Kumar Singha. It has also clearly mentioned in deed no. 1-2642 of 1989 that Amalya Kumar Singha already sold the 2642 of 1989 deed mentioned schedule property to the purchasers of deed no. 1-2642 of 1989 namely Satya Kumar Paul and Smt. Minati Paul by virtue of a sale deed being no. 1-4760 dated 06/11/1987 but the khatian number was wrong and separate boundary not mentioned in deed no. 4760 of 1987 which mistakes has been rectified by a deed of rectification by said Amalya Kumar Singha vide deed no. 1-2642 of 1989. Sri. Se ya Kumar Paul has acquired 0.413 acre of land by deed no. 1-2642 of 1989 out of which he had acquired 0.165 acre of land in plot no. 348, recorded in khatian no. 459/1 of mouza - Dabgram. Deed no. 1-4620 dated 31/12/1985 executed by Sri. Prafulla Kumar Singha in favour of Sri. Amalya Kumar Singha both are sons of Chikendra Nath Singha and by this deed Sri. Amalya Kumar Singha had acquired 2.27  $\frac{1}{8}$  acre of land in different plots under khatian no. 459/1, 459/7 and 459/8 including plot no. 348, recorded in khatian no. 459/1 of mouza - Dabgram under sheet no. 9. The deed no. 1-3334 dated 29/05/1989 is a rectified partition deed executed by and between Sri. Prafulla Kumar Singha and Sri. Amalya Kumar Singha both are sons of late Chikendra Nath Singha which registered before the office of the District Sub Registrar at Jalpaiguri. Sri. Amalya Kumar Singha had acquired 6.16 acre of land under khatian no. 459/1, 459/7, 459/8, 459/2 and 459/11 in five schedules as mentioned in schedules of the said deed including plot no. 348 area measuring 0.875 acre, recorded in khatian no. 459/1 of mouza - Dabgram. It has been stated in deed no. 1-3334 of 1989 that Prafulla Kumar Singha and Amalya Kumar Singha have been partition their property by virtue of a registered sale deed being no. 149 dated 10/01/1986 registered before the office of the Sadar Additional Sub Registrar at Jalpaiguri but land area, khatian number and plot number not properly mentioned in the said partition deed being no. 149 of 1986 and due to that reason said Prafulla Kumar Singha and Amalya Kumar Singha executed and register a fresh rectified partition deed being no. 1-3334 of 1989. Said Prafulla and Amalya Kumar Singha are the recorded owner in equal share in plot no. 348, area measuring 1.75 acre as recorded in their name in R. S. khatian being no. 459/1 of mouza - Dabgram.

AND

WHEREAS the vendor is the owner in possession of an area measuring 48 kathas 7 chattaka 36 square feet in plot no. 348/703, 355/706 and 348 by virtue of aforesaid sale deeds which details is clearly and categorically described here-in-above and the vendor being in need of money for her future plan has finally and finally decided to sell her 3 kathas of land out of her aforesaid total area which is in part of R.S. plot no.- 348/703 and 348, recorded in R.S. Khatian no.- 459/11 and 459/1 respectively, situated in sheet no- 9 of Mouza- Dabgram, within Police station previously Rajganj at present Bhaktinagar, District- Jalpaiguri, and has offered for absolute sale of her aforesaid 3 kathas of land as fully described in the Schedule herein below and declaring the same is free from all encumbrances and charges whatsoever.

AND

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N/A P 107, 300/1

WHEREAS the purchaser being in need of a suitable plot of land in that area for their future plan have agreed to purchase said area of land measuring 3 kathas which is in part of R. S. plot no.- 348/703 and 348, recorded in R. S. Khatian no.- 459/11 and 459/1 respectively, situated in sheet no- 9 of Mouza- Dabgram, within Police station previously Rajganj at present Bhaktinagar, District- Jalpaiguri, as fully mentioned in the Schedule herein below and offered a sum of Rs. 5,00,000/- (Rupees five lacs only) to the vendor as the total price of the said area of land on the basis of the aforesaid declaration of the vendor that her said area of land is totally free from all encumbrances and charges whatsoever.

AND

WHEREAS the vendor considering the price so offered by the purchaser as fair, reasonable and highest in view of the prevailing market rate and has firmly and finally agreed to sell her said area of land measuring 3 kathas, which is in part of R. S. plot no. 348/703 and 348, recorded in khatian no. 459/11 and 459/1, respectively, situated in sheet no- 9 of Mouza- Dabgram, within Police station previously Rajganj at present Bhaktinagar, District- Jalpaiguri, as fully described in the Schedule here in below and clearly shown in an annexed sketch map delineated by red border line to the PURCHASER at or for the total price of Rs. 5,00,000/- (Rupees five lacs only) which is free from all encumbrances and charges whatsoever.

NOW THIS INDENTURE OF SALE WITNESSETH that in pursuance of the said offer and acceptance and also in consideration of Rs. 5,00,000/- (Rupees five lacs only) paid by the purchaser to the Vendor (the receipt whereof the vendor do hereby acknowledge as having received and the vendor also grants full discharge to the purchaser from the payment thereof) the Vendor do hereby grant, convey, assign and transfer unto the purchaser the aforesaid land measuring 3 (three) kathas, which is in part of R. S. plot no. 348/703 and 348, recorded in khatian no. 459/11 and 459/1 respectively, situated in sheet no - 9 of Mouza- Dabgram, within Police station previously Rajganj at present Bhaktinagar, District- Jalpaiguri, as fully described in the Schedule herein below and make over possession thereof unto and in favour of the purchaser absolutely and forever TO HAVE AND TO HOLD the same as an absolute estate of the purchaser with permanent, heritable and transferable right and without any claim objection, interference or interruption from the vendor or any person or persons claiming under her subject to the payment of the land Revenue and other taxes to the Superior landlord now the Govt. of West Bengal.

AND

The vendor declares that the interest which she professes to transfer hereby subsists as on the date of these presents and that there exists no previous transfer, mortgage, lease, contract for sale or otherwise by the vendor in favour of any other person or party respecting the said below schedule land and that the recitals made herein above are all true in the event of any contrary is proved the vendor shall be liable for false recital and shall also be liable to make good the losses which the purchaser may suffer or sustain in consequence thereof The vendor do hereby further declare that her purchased plot being no. 348/703 and 355/706 and 348 recorded in khatian no. 459/11, 459/12 and 459/1 respectively is not effected by

Contd... P14

any kind of claim, demand or objection from the part of the legal heirs of the khatian owner namely Motikanta Singh and it is further declared that she will be fully responsible to solve all dispute if it will be arise in future in respect of the schedule plots of area at her own cost, risk and peril in default of which the vendor shall be bound to refund the market value of the schedule property including all cost, 18% interest on the consideration amount and proper compensation to the purchaser hereof and the vendor further declare that said area of land which situated within schedule mentioned boundary is free all encumbrances and charges what-so-ever and there is no claim, demand, right, title and interest from the part of the legal heirs of Hari Mohan Roy, Kalimohan Roy, Kolimohan Roy, Sahajani Roy, Mahajani Roy, Smt. Kameswari Roy and Smt. Sikira Roy.

AND

The vendor further covenant with Purchaser that if for any defect of title the said below scheduled land or for any act done or suffered to be done by the vendor, the purchaser be deprived of ownership or of possession of the said below scheduled land or any part thereof in future, then the vendor shall return to the purchaser the full or proportionate part of the consideration money as the case may be together with an interest at the rate of 18% per annum from the date of such deprivation or ownership or of possession and the vendor shall also pay adequate compensation to the purchaser for any other loss or injury which the purchaser may suffer or sustain resulting there from.

AND

THE Vendor further declare that the schedule plots of land is not affected by any attachment including the attachment under any certificate case or any proceedings started at the instance of the Income-Tax Authorities or other Government Authorities under the Public Demand Recovery Act or any other acts or otherwise whatsoever and that there is no certificate case or proceedings against the vendor for Realization of the arrears of income-tax or other taxes or dues or otherwise under the public demands Recovery Act and/or any other Acts for the time being in force and the schedule plots of land is not affected by any notice or scheme of the Siliguri Jalpaiguri Development Authority or the Municipal Authorities or the Government or any other Public Body or authority and that no declaration have been made or published for acquisition of the said plots of land or any part thereof under the Land Acquisition Act or any other Acts for the time being in force and that the said plots of land or any part thereof is not affected by any notice of acquisition or retransmission under the Defense of India Act or Rules framed there under or any other acts or enactments. And the vendor shall and will from time to time and at all times hereafter upon every reasonable request and at the costs and expenses of the purchaser make do execute and perfect or cause to be made done executed and perfected all such further and other assurances acts, deeds, matters, conveyance and things for further better and more perfectly assuring conveying and confirming the said plots of land and every part thereof unto and to the use and benefit of the purchaser for ever in the manner aforesaid as by the purchaser shall or may be reasonably required. The executor of this deed i. e. the vendor hereof is fully satisfied about her title in and over the schedule plots of land and sold the same to the purchaser hereof with full guarantee that schedule area of land is free from all claim, demand, right, title, interest, objection, interruption and charges in any way what-so-ever. The parties of this documents are all income tax payee and the purchaser's being no. 1 to 4 PAN Number are ACMPA4039M, AFEPA7597P, ADEPG9350H and AGNPG3138Q respectively and vendor's PAN Number is AGIPD3279N.

Contd...P/15

SCHEDULE OF LAND

ALL THAT piece or parcel of Vacant agriculture land measuring 3 (Three) Kathas or equal to 0.0495 acre, which is in part of R. S. plot no. 348/703 and 348, recorded in khatian no. 459/11 and 459/1 respectively, out of that area land measuring 2 kathas 6 chattaks and 17 square feet is in plot no. 348/703 recorded in R. S. khatian no. 459/11 and land measuring 9 chattaks 28 square feet is in plot no. 348 recorded in R. S. khatian no. 459/1, all plots are situated in sheet no- 9 of Mouza- Dabgram, within Police station previously Rajganj at present Bhaktinagar, District- Jalpaiguri, total aforesaid area of land is hereby sold by the vendor by this indenture to and in favour of the purchaser hereof. Sold area of land is clearly shown in an annexed sketch map delineated by red border line and same is the part and parcel of this indenture. Sold plots of area is butted and bounded by as follows :-

- BY THE NORTH :- 18 feet wide Pucca Anchal Road.
- BY THE SOUTH :- Part of plot no. 348/703 of mouza - Dabgram.
- BY THE EAST :- 60 feet wide Pucca Road (Eastern Bypass).
- BY THE WEST :- Land of Purchasers purchased today.

IN WITNESS WHEREOF the Vendor set and subscribe her respective hands on this document after understood the contents of this indenture in her mother language on the day, month and year first above written.

WITNESSES:-

1. *Subhash Chandra Das*

*Nipun Das*

*Subhash Chandra Das  
Savitri Road, Solighata  
Jalpaiguri  
West Bengal*

SIGNATURE OF THE VENDOR.

2  
*Smt. Gayal  
Sri Gyan Kumar Gayal  
Ganga Road  
Birgaon*

Drafted by me as per the instructions and information of the parties hereof and printed in my office.

*Samar Rakshit*  
SAMAR RAKSHIT  
ADVOCATE  
(Enrolment No.- F/176/172/93)



PRESENTERS



Nupur Desai

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Right Hand					

Nupur Desai  
Signature with date  
(Presentant)



Prithvi Prasad Agrawal

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Right Hand					

Prithvi Prasad Agrawal  
Signature with date  
(Presentant)



मीना देवी अग्रवाला

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Right Hand					

मीना देवी अग्रवाला  
Signature with date  
(Presentant)



Sajjan Kumar Goyal

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Left Hand					
Right Hand					

Sajjan Kumar Goyal  
Signature with date  
(Presentant)



Signature of Institute

Signature of R.O

Signature with date

LABOUR TEST SHEET

*Sarala Devi Goyal*

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Sarala Devi Goyal  
Signature with date  
(Presentant)

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Signature of the Presentant					
Date					

Signature with date  
(Presentant)

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Signature of the Presentant					
Date					

Signature with date  
(Presentant)

PHOTO	Thumb	Index Finger	Middle Finger	Ring Finger	Little Finger
Signature of the Presentant					
Date					



Signature with date  
(Presentant)

Signature of Identifier

Signature of R.O.

Signature with date



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 1/20/11 340

1/20/11 305/17  
 1/20/11 340



Mapuz Res.

1/20/11 305/17



Government Of West Bengal  
Office of the A. D. S. R. RAJGANJ  
RAJGANJ  
Endorsement For deed Number :I-04474 of :2009  
(Serial No. 03989, 2007)

03/26/11/2007

Payment of Fees

Fee Paid in respect of the article A.T. = 5425/- on 26/11/2007

Certificate of Market Value (WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs- 990000/-

Certified that the required stamp duty of this document is Rs 49500/- and the Stamp duty paid as: Improvise Rs- 5000

Deficit stamp duty

Deficit stamp duty Rs 20000/- is paid by the draft number 366069. Draft Date 15/10/2007 Bank Name STATE BANK OF INDIA. Slip no received on 26/11/2007

Presentation (Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 16:20 hrs on 26/11/2007, at the Private residence by Nupur Das, Executant

Admission of Execution (Under Section 58)

Execution is admitted on 26/11/2007 by  
1. Smt Nupur Das wife of Dr. Gostha Bihan Das, Bidhan Road, Siliguri Town P. O. Siliguri, Dist. Darjeeling  
Identified By: Mrs. Shour By caste Hindu, by Profession House wife  
Identified By: Pinesh Kumar Agarwal, son of Sri Bihari Prasad Agarwal, Sevoke Road, Siliguri Thana, Siliguri, by caste Hindu by Profession Others

Name of the Registering officer :  
Designation : ADDITIONAL DISTRICT SUB-REGISTRAR

On 15/10/2009

Certificate of Admissibility (Rule 43)

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 10.00

Deficit stamp duty



*[Signature]*  
Addl. Dist. Sub-Registrar  
Rajganj, Jalpaiguri

15 OCT 2009

[Dhruba Dasgupta]  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF RAJGANJ  
Govt. of West Bengal

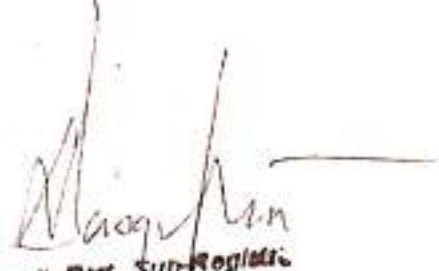
Government Of West Bengal  
Office of the A. D. S. R. RAJGANJ  
RAJGANJ  
Endorsement For deed Number '1-04474 of :2009  
(Serial No. 03989, 2007)

Stamp duty Rs 24500/- is paid by the draft number 223972. Draft Date 09/10/2009 Bank Name STATE BANK OF WEST BENGAL received on 15/10/2009

Deficit Fees paid

Deficit amount of Registration fees is realized under Article in rupees Ar(1) = 5350/- on 15/10/2009

Name of the Registering officer: Dhruba Dasgupta  
Designation: ADDITIONAL DISTRICT SUB-REGISTRAR

  
Addl. Dist. Sub-Registrar  
Rajganj, Jalpaiguri

15 OCT 2009

[Dhruba Dasgupta]  
ADDITIONAL DISTRICT SUB-REGISTRAR  
ADDITIONAL DISTRICT SUB-REGISTRAR OF RAJGANJ  
Govt. of West Bengal

OFFICE OF THE



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 19  
Page from 4851 to 4877  
being No 04474 for the year 2009.



(Dhruba Dasgupta) 15-October-2009  
ADDITIONAL DISTRICT SUB-REGISTRAR  
Office of the A. D. S. R. RAJGANJ  
West Bengal



Certified to be a True Copy

CHECKED BY  
S. Das  
27/12/13

Add. Dist. Sub-Registra.  
Rajganj, Rajshahi

27/12/13