

Q - 4752



23
A 4939.00
PF 10.00 in CR

00BB 325618

150
2019/11/11

Market Value
Stamp duty
Stamp duty paid
Total Stamp duty
A 41030.00

~~41800.00~~
~~2500.00~~
~~2700.00~~
~~223.80~~
Add. Dist-Sub Registrar
Signature II at B. L. Doga, Dist - Darjeeling
21/11/05

Sanjay Chandra

Add. Dist-Sub Registrar
Sig. II at B. L. Doga, Dist - Darjeeling
20/12/05

Page - 1

DEED OF SALE

THIS INDENTURE IS MADE ON
THE 15th DAY OF September 2004.

37300
37300
37300
37300
37300

227200
21/12/05
21/12/05
21/12/05
21/12/05

9000
395785
11/9/05

Add. Dist-Sub Registrar
Signature II at B. L. Doga, Dist - Darjeeling
20/12/05

41800.00
41800.00
21/12/05
21/12/05
21/12/05

Handwritten signature

DEED OF SALE

Page - 2

Suman Chandani



3000Rs.

DESCRIPTION OF LAND: -

Land measuring :- 3 Bigha or equal to
1 Acre only.
Total Price :- Rs. = 4,50,000/- only.
Mouza of land :- MAHISHMARI.
Police Station :- Matigara.
District :- Darjeeling (W.B.)
Champasari Gram Panchayat Area.

Suman Chowdhury

BETWEEN

1. **SMT. ANANTI DEVI**, W/o – Shri Gopaljee Sah,
2. **SMT. Laljhari Devi**, w/o- Shri Rajkishor Prasad,
3. **SMT. NIRMALA DEVI**, w/o- Shri Ashok kumar Prasad

all are Hindu by faith, House wife by occupation, Indian Nationality, Resident - Hill Curt Road, Siliguri, (Near S.B.I.), P. O. & P. S. & Sub-division – Siliguri, District - Darjeeling (W. Bengal) Pin Code No.- 734401 hereinafter called the "**PURCHASER**" (which expression shall mean unless, excluded by or repugnant to the context be deemed to include their heirs, executors, successor-in-office, successor-in-interest, legal representatives, administrators and / or assigns) of the ONE PART.

AND

SHRI SUMAN CHOWDHURY, S/o – Late Hari Ranjan Chowdhury, Hindu by faith, Business by occupation, Indian Nationality, Resident of Hakimpara, Siliguri, P.O. & P.S. & Sub-division – Siliguri, District – Darjeeling (W. Bengal) Pin Code No.- 734401 hereinafter called the "**VENDOR**" (which expression shall mean unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, legal representatives, administrators and / or assigns) of the OTHER PART.

Suman

(Continue on next page.)

WHEREAS Vendor hereof Shri Suman Chowdhury, s/o- Late Hari Ranjan Chowdhury of Hakimpara, Siliguri is recorded owner / raiyat in khatian no.- 134 (Old - 40 by Name Budhram Mahali) within Plot No.-589 (Old -292, 294 & 296) the land measuring 1 acre under Mouza – Mahishmari, J.L. No.- 47, P.S. – Matigara, District – Darjeeling in West Bengal, More Details is in the below scheduled land.

AND whereas here before One Shri Budhram Mahali, s/o- Late Doro Mahali was recorded owner / raiyat in khatian no.- 40 within Plot No.- 292, 294 & 296 the land measuring 2.76 acre under Mouza – Mahishmari, J.L. No.- 47, P.S. – Matigara, District – Darjeeling (W.B.)

AND whereas ~~being~~ owner-in-such possession the above- named Shri Budhram Mahali sold / transferred his 1 acre land out of his aforesaid total land measuring 2.76 acre to Smt. Lakpa Sherpa, w/o- Late Ashimi Tshering Sherpa, by executing a deed of Conveyance, registered on 09.02.1989 at Siliguri Sub-Registry Office and recorded in book no.- 1, being deed no.- 1097 for the year 1989.

AND Whereas being owner-in-possession the above named Smt. Lakpa Sherpa, in need of money, submitted an application before the scheduled Cast and tribes Welfare Officer, Siliguri for obtaining permission to sell her 1 acre land to Sri Depen Bhadra, and after being satisfied the Scheduled Castes and Tribes Welfare Officer grant her permission to sell the said land measuring 1 acre to Shri Depen Bhadra vide his order being Memo No.- 1021(2)/SCTW/SLG, dated -19.09.1989. and after obtaining the said permission Smt. Lakpa Sherpa through her Constituted Attorney Sri Teshi Lama (Vide General Power of Attorney being deed No.- 254 for the year 1989, registered at Siliguri Sub Registry Office) sold her said land to Shri Depen Bhadra, s/o- Late Chhaykari Bhadra of Bhaktinagar, Dist.- Jalpaiguri by virtue of Two seprate registered deed of sale, registered at the office of the Sub Registrar, Siliguri in book no.- 1, being deed no.- 6059 for the year 1989, and

(Continue on next page.)

Cover

AND whereas thereafter Shri Dipen Bhadra, s/o-Late Chheykari

Bhadra of Bhaktinagar, P.S. - Bhaktinagar, District - Jalpaiguri in West Bengal State sold his aforesaid all total 1 acre land to Shri Suman Chowdhury of Haktimpara, Siliguri, District - Darjeeling, by virtue of a registered deed of sale, registered in the office of the Addl. Dist. Sub-Registrar Siliguri in book no.-1, being deed no. - 813 for the year 1992, other details is in the below scheduled land.

AND whereas Shri Suman Chowdhury mutated his name in khatian at the office of the Revenue Inspector, under Matigara Block, District- Darjeeling under section 50 of the west Bengal land Reforms Act -1955. And got a above said New Khatian No.- 134 within New Plot No.- 589 in place of old Plot No.- 292, 294 & 296, under Mouza - Mahishmari, P.S. - Matigara, District - Darjeeling, and he becomes absolute Owner/ Raiyat of aforesaid land and also have permanent heritable and transferable right and interest therein and keeping actual khas and physical possession thereof and have been enjoying over the land free from all encumbrances and charges, equisition or requisition mortgage, loan whatsoever.

AND whereas Shri Suman Chowdhury being in need of money for purpose of developmental scheme / plan of his other property and works and firmly and finally has decided to sell some part of aforesaid land more fully described in the below schedule, and also has offered to the purchasers for purchase.

AND whereas the purchasers hereof accepted the offer of the vendor, and firmly and finally has agreed to purchase the below scheduled land, and also offered a price of sum of Rs.=4,50,000/- only.

AND whereas the Vendor hereof considering the price so offered by the purchasers as fair, reasonable and highest in view of the

(Continue on next page.)

Suman Chowdhury

Chheykari

Suman Chaudhary

prevailing market rate and firmly and finally has agree to sale his below scheduled land unto and infavor of the purchasers hereof, at or for the price of sum of Rs.=4,50,000/- only.

NOW THIS INDENTURE IS WITNESSETH that in pursuance of the said offer and acceptance and also in consideration of Rs.=4,50,000/- (Rupees Four lakhs Fifty thousand) only paid in cash by the purchasers to the vendor (the receipt whereof the Vendor doth hereby acknowledge and grant full discharge to the purchaser from the payment thereof), the vendor doth hereby grant convey, sell, transfer, ~~assure~~ and confirm unto there purchasers all that piece or parcel of land measuring 3 bighas above said land and more fully described in the below scheduled land and delineated in the annexed site plan as marked with Red border of Site Plan, and free from all encumbrances and charges whatsoever together with all trees, fences, walls liberties, privileges, easements and appurtenances whatsoever to the said land hereditaments and premises belong or in anywise or appertaining or usually hold and enjoyed therewith or reputed to belong or to be appertences thereof AND all the estate, right, title, interest and demand whatsoever of the vendor into or upon the said land hereditaments and premises or any part thereof together with All deeds, pattaha and muniments of title whatsoever which solely and exclusively relates to the said land hereditaments and premises or any part thereof which now or hereafter shall or may be in possession power of control of the Vendor TO **HAVE AND TO HOLD** the said land hereditaments and premises hereby granted or expressed so to be unto the use of the purchasers absolutely and for ever and free from all encumbrances and the Vendor doth hereby covenant with the purchasers that notwithstanding any act, deed or thing by the vendor do executed or knowingly suffered to the contrary the vendor is now lawfully, rightfully and absolutely entitled to the said land hereditaments and premises hereby

Chaudhary

(Continue on next page.)

Suman Chaudhary

granted or expressed so to be and every thereof and that notwithstanding any such act, deed or thing whatsoever as aforesaid the vendor has now good right, full power and absolute authority to grant, sell, convey, transfer and assure the said hereditaments and premises hereby granted or expressed so to be unto and to the use of the purchasers in a manner aforesaid AND the **purchasers hereof will further be entitled to mutate his name** in place of the vendor and pay proportionate rent and other taxes thereof in his name, and the purchasers shall and all times hereafter peacefully and quietly hold possess and enjoy the said land hereditaments and premises hereby granted or expressed so to be unto the use of the purchasers in a manner aforesaid and receive rents issues and profits thereof without any lawful eviction, interruption and demand whatsoever from the vendor or any other person or party lawfully or equitably claiming from under or in trust for him AND that free and clear and freely and clearly and absolute discharged saved harmless and kept indemnified against all estates and encumbrances created by the Vendor and all person having or lawfully or equitably claiming from under or in trust for it and further that the Vendor and all persons having or lawfully or quitably claiming any estate or interest in the said land hereditaments for the Vendor shall and will from time to time at all times hereafter at the request and cost of the purchaser do or execute or **cause to be done or executed all such acts or deeds** or things whatsoever for further and more perfectly assuring the said hereditaments and premises and every part thereof unto and to the use of the purchasers in the manner aforesaid as shall be reasonably required in future.

Chaudhary

AND whereas It is further covenanted that there **exists no charges, mortgage, attachments, liens, lispendens** or any other encumbrances on the property hereby transferred or expressed or intended so to be or any Part thereof at the date of these presents and in the event of any discovery of any charge, mortgage, attachments, liens, lispendens or

(Continue on next page.)

Suman Chandan

Page - 8

any encumbrances whatsoever or any defect in title, right and interest the vendor shall be liable to be dealt with according to law and shall be liable to compensate the purchasers for any loss and injury that the purchasers may sustain and suffer as a consequence thereof.

AND whereas the Vendor further covenants that **all rents and other public charges payable** for the property hereby transferred or expressed or intended so to be that had accrued due upto date of these presents have been paid and all other covenants and conditions required to be observed or performed by the Vendor in relation to the said land has been observed and preformed and in case it transpires otherwise the Vendor shall be liable to indemnify the purchasers for any loss resulting from any such non-payment and non-observance and non performance aforesaid. The Vendor further declares that the entire property forming the subject matter of the present conveyance was in khas, actual and physical possession of the Vendor till the date of these presents.

AND whereas **if any defects in title or for any act done** or suffered to be done by the Vendor in any way with respect to the property hereby transferred or expressed or intended so to be by these presents the purchaser are deprived of possession or enjoyment of the property hereby transferred or expressed or intended so to be by these presents or any part thereof the Vendor shall be liable to return to the purchasers in full or proportionate part of the consideration money as the case may be together with interest at the rate of two percent per month from the date of such deprivation and shall also be liable for adequate compensation for any loss or injury thereto be sustained by the purchasers and further it is declared by the vendor that the **Vendor has not entered into any binding contract with any other persons** whatsoever to sell or transfer otherwise the property conveyed by these presents or expressed or intended so to be any part thereof and that there subsists no such contract on the date of these presents and in the event of any such discovery of any such contract of sale or transfer existing with respect to the aforesaid property or any part thereof at the date of execution of these presents or if any of the recitals made herein are proved to be false then the **Vendor shall be liable for false recitals to compensate** the purchasers adequately for the loss or injury sustained by him in consequence thereof.

Chandan

Samon Choudhury

SCHEDULE OF THE LAND

All that piece or parcel of Agricultural Raiyati Vacant Land measuring 3 (Three) Bighas or equal to 1 (One) Acre or by the feet in North-side $408 + 73 = 541$ feet length, and in the south side $301 + 173 + 90 = 564$ feet length, and in the East side 66 feet wide, and in the West side 82 feet wide, a plot of appertaining to and forming part of 1 Acre land of deed of sale No.-813, year - 1992 as above said, hereby sold in: -

MOUZA = MAHISHMARI.
J.L.NO. = 47 (Forty- Seven).
PARGANA = PATHARGHATA.
TOUZI NO. = 91 (NINTY - ONE).
PLOT NO. = Part of New Plot No.- 589, in place of Old Plot No.- 292, 294 & 296.
KHATIAN NO. = New -134, in place of old Khatian No.- 40.
POLICE STATION = MATIGARA.
SUB DIVISION = SILIGURI.
REGISTRY OFFICE = Addl. Dist. Sub. Registry Office BAGDOGRA.
DISTRICT = DARJEELING. (West Bengal).
YEARLY RENT = Proportionate present Rent Rs.= 20/- subject to the Payment to the Government of W. Bengal.

BOUNDARY: NORTH= Land of Shri Biswajit Ghosh Now sold to Shri Deo Kumar Gupta & Birendra Prasad & Surendra Prasad.

SOUTH = Land of Gulmakhari Tea Estate.

EAST = Champarasari Main road.

WEST = Sold Land of Shri Budhram Mahali.

THE SKETCH MAP OF SOLD LAND HEREBY IS ATTACHED WITH THIS DOCUMENT AND RED BORDER LINES DEMARKETING THE AREA AS PART OF SOLD LAND

Samon Choudhury

Suman Choudhury

IN WITNESS WHEREOF the vendor hereof Shri Suman Chowdhury has set and signed this agreement in good health and conscious mind at Siliguri, on the day, month and year as first above written.

WITNESSES: -

1. Prasad Gupta
S/o Late, Rajendra Pd. Gupta
Champasari more
Siliguri. 3


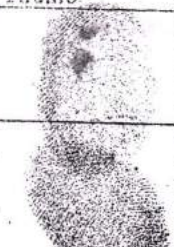









Suman Choudhury
(Signature of Vendor)

2. लाला सिंह
पिता - श्री राम सिंह
रुबेरु माकेट
सिलिगुड़ी - 3

Drafted & Prepared by me

Himadri Mohanta
(Himadri Mohanta)
E/No.- F-1046 / 1108 / 02
Advocate, Siliguri












EXECUTANT SHEET

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

Suman Chandhuri

Suman Chandhuri












Signature with date

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

मालमहोदी देवी

मालमहोदी देवी












Signature with date

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

अनन्ती देवी

अनन्ती देवी

Signature with date

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

निमला देवी

निमला देवी

Signature of the R.O.

Signature of Identifier

Signature with date

11/12/05



Registered in
Vol. No. 181
Page No. 1752
Date of Issue 20.11.07

Asst. Dist. Sub-Registrar
No. 11 at Bangalore, Bangalore

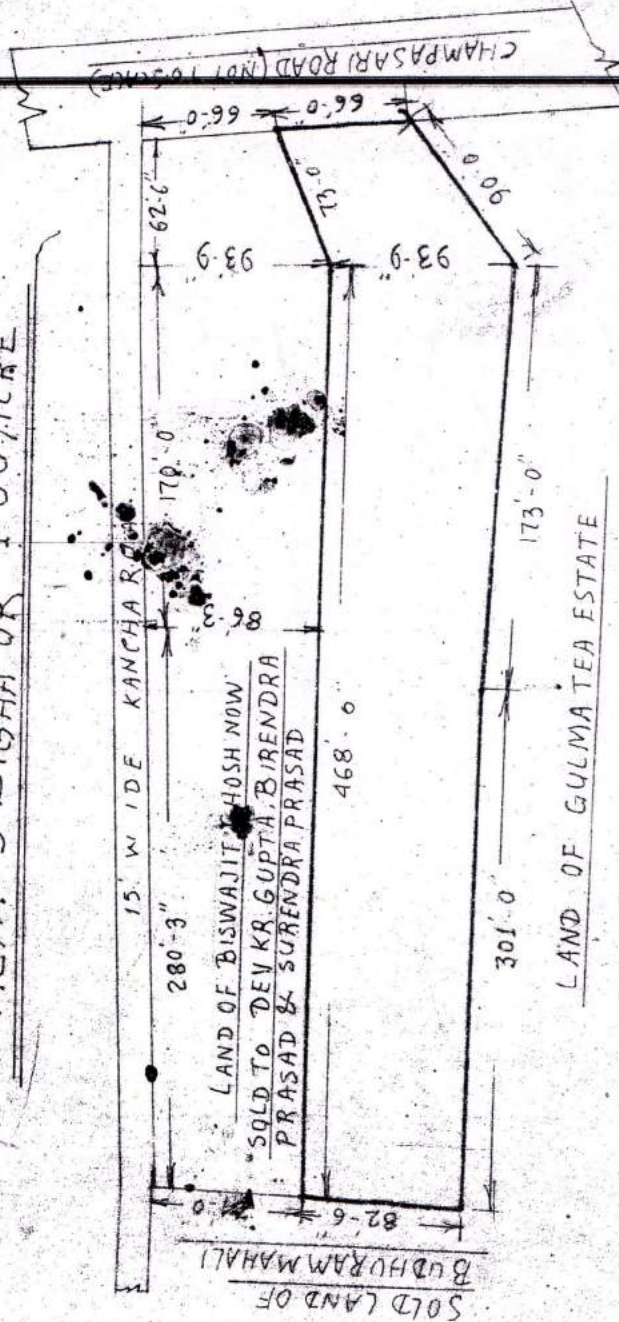
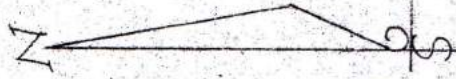
[Handwritten signature]

[Handwritten scribble]
Addl. Dist. St.
Bangalore-11 at Bangalore,
20.11.07

IN THE SITE PLAN PLOT SHOWN BY RED LINE TO BE SOLD TO 1 SMT. LALJHARI DEVI W/O SRIRAJ KISHORE PRASAD & SMT. ANANTI DEVI W/O SRI GOPALJEE SAH & 3 SMT. NIRMA A DEVI W/O SRI ASHOK KUMAR PRASAD OF HILL CART ROAD, SILIGURI. BY THE VENDOR SRI SUMAN CHOWDHURY S/O LATE HARI RANJAN CHOWDHURY OF HAKIMPARA, SILIGURI

SCALE: 1" = 80'

AREA: 3 BIGHA OR 1.00 ACRE

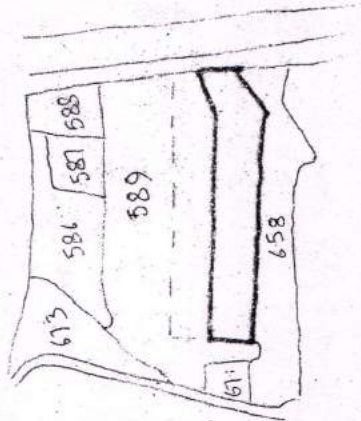


SIGNATURE OF VENDOR

Suman Choudhury

DRAWN BY
G. Karmakar
11/10/45

PART TRACE MAP OF MOUZA MAHISHMARI,
J. L. NO 47, SCALE: 16" = 1 MILE



SCHEDULE

PARGANA	PATHARGHATA
MOUZA	MAHISHMARI
TOUZIND	91
J. L. NO	47
KHATAN NO.	40 (OLD) 134 (NEW)
PLOT NO.	OLD 292 (P) NEW 589 (P)
SHEET NO.	2
P. S.	MATIGARA
DIST.	DARJEELING (W.B.)

530

Amam Li Deve
5 others
siliquse

15,000

25.6.9

1.50

Suman Chaudhury
The day of 27th 04

Suman Chaudhuri

Parti Rangla Chaudhury

Hakin Para

Suman Chaudhuri

Aditi Thakur
11 at Bangalore, Karnataka

55

gopalika

Suman Chaudhuri
Hakin Para

15842473011

3/10 rate Chaitanya
BaoN
Hakin Para siliquse

gopalika