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20/9/04

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A1939.00  
PF10.00 in C.F.S.

02CC 505063

23  
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Subordinate with full power  
to execute from the date of  
this deed I make the following  
deed for the purpose of...

Stamp  
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3160.00  
189.60  
27000  
162.70  
Addl. Dist. Sub Registrar  
Darjeeling, Dist. Darjeeling.

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Page - 1

### DEED OF SALE

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

A 29810-00

Addl. Dist. Sub-Registrar  
Sig. II at Bagdogra, Darjeeling

25/11/05

40650  
40650  
40650  
40650

3160.00  
450.00  
2710.00

233770  
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233950  
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Registering Officer  
23/9/04  
& 42 of  
S. Act 1899

5000Rs.



*Prishita Shah*

Page - 2

**DEED OF SALE**

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DEED OF SALE

Page - 3

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15/11/2017 2:48 PM



1000 Rs.

1000 Rs.



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Page - 4

**DEED OF SALE**

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**DESCRIPTION OF LAND: -**

Land measuring :- 2 Bighas 5 Katthas or  
74.25 decimals only.

Total Price :- Rs. = 4,50,000/- only.

Mouza of land :- MAHISHMARI

Police Station :- Matigara,

District :- Darjeeling (W.B.)

Champasari Gram Panchayat Area.

15/11/40 JDA Ghosh.

BETWEEN

1. SHRI BIRENDRA PRASAD, and 2.

SHRI SURENDRA PRASAD, both are S/o- Late Alidev Sah, Hindu by faith, Business by occupation, Indian Nationality, Resident of Jayotinagar, Champasari More, Siliguri, P.O.- Champasari, Via-Pradhannagar, P.S. - Matigara, Sub-division - Siliguri, District - Darjeeling in West Bengal State, Pin Code No.- 734403 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 BISWAJIT GHOSH S/o - Late Chinta Haran Ghosh, Hindu by faith, Business by occupation, Indian Nationality, Resident of Subhashpally, 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.

*Chanda*

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**WHEREAS** Vendor hereof Shri Biswajit Ghosh, s/o- Late Chinta Haran Ghosh of Subhashpally, Siliguri is recorded owner / raiyat in khatian no.- 135 (Old - 40 by Name Budhuram 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 Budhuram 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 Budhuram Mahali, in need of money for purchasing better land elsewhere, had applied before the Scheduled Castes and Tribes Welfare Officer, Siliguri for obtaining permission to sell his 1 acre land out of his aforesaid total land measuring 2.76 acre to Shri Shyam Sunder Agarwal

s/o- Late Ram Kumar Agarwala of Khalpara, Siliguri, and after being satisfied, the Scheduled Caste and Tribes Welfare Officer granted him permission to sell the said land measuring 1 acre to Shri Shyam Sunder Agarwal vide his order being Memo No.- 1020 (2) / SCTLW / SLG, Dated 19.09.89. After obtaining the said permission Shri Budhuram Mahali sold and transferred the said land measuring 1 acre to and in favour of Shri Shyam Sunder Agarwal, by executing a deed of Conveyance, registered on 21.09.1989 at Siliguri Sub-Registry Office and recorded in book no.-1, being deed no.-1-6073 for the year 1989.

**AND** whereas thereafter Shri Shyam Sunder Agarwal, s/o- Late Ram Kumar Agarwala of Khalpara, Siliguri, District - Darjeeling sold his aforesaid all total 1 acre land to Shri Biswajit Ghosh, s/o- Late Chinta Haran Ghosh of Subhashpally, 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. - 820 for the year 1992,

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57047

other details is in the below scheduled land.

AND whereas **Shri Biswajit Ghosh** 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.- 135 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, equisission or requisission mortgage, loan whatsoever.

AND whereas **Shri Biswajit Ghosh** 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 purchaser for purchase.

AND whereas the purchaser hereof 1. Shri Birendra Prasad & 2. Shri Surendra Prasad 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 **Shri Biswajit Ghosh** considering the price so offered by the purchaser as fair, reasonable and highest in view of the prevailing market rate and firmly and finally has agree to sale his below scheduled land unto and infavor of the purchaser 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 purchaser to the vendor ( the receipt whereof the Vendor doth hereby

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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 purchaser all that piece or parcel of land measuring 2 bighas 5 katthas above said land and more fully described in the below scheduled land and delineated in the annexed site plan as marked with Red border and Graph -"A" 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 purchaser absolutely and for ever and free from all encumbrances and the Vendor doth hereby covenant with the purchaser 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 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 purchaser in a manner aforesaid AND the purchaser hereof will further be entitled to mutata his name in place of the vendor and pay proportionate rent and other taxes thereof in his name,

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15/8/2021  
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and the purchaser 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 purchaser 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 purchaser in the manner aforesaid as shall be reasonably required in future.

AND whereas It is further covenanted that there **exists no charges, mortgage, attachments, liens, lispens** 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, lispens or 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 purchaser for any loss and injury that the purchaser 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

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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 performed and in case it transpires otherwise the Vendor shall be liable to indemnify the purchaser 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 is 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 purchaser 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 purchaser 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 purchaser adequately for the loss or injury sustained by him in consequence thereof.

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## SCHEDULE OF THE LAND

All that piece or parcel of **Agricultural Raiyati Vacant Land** measuring **2 (Two) Bighas 5 (Five) katthas** or equal to **74.25 (Seventy-Four point Two Five) Decimals** or by the feet in North side  $140.3 + 170 + 62.6 = 372$  feet 9 Inch length, and in the south side  $326 + 73 = 399$  feet length, and in the East side 66 feet wide, and in the West side 80 feet wide's a plot of appertaining to and forming part of 1 Acre land of deed of sale No.-820, 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 -135, 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.= 149/- subject to  
the Payment to the Government of W. Bengal.  
BOUNDARY: NORTH= 15(Fifteen) feet wide Kachcha Road.

SOUTH = Land of Shri Suman Chowdhury now sold to  
Smt. Laljhari Devi, w/o- Shri Rajkishor Prasad & others.

EAST = Champasari Main road.

WEST = Land of Vendor hereof today Sold to Shri Deo  
Kumar Gupta, s/o- Shri Shiv Dutta Sah.

**THE SKETCH MAP OF SOLD LAND HEREBY IS ATTACHED WITH THIS DOCUMENT AND RED BORDER LINES AND GRAPH - "A" OF SKETCH MAP DEMARKETING THE AREA AS PART OF SOLD LAND HEREBY.**

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Chowdhury

IN WITNESS WHEREOF the vendor hereof Shri Biswajit Singh 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. Pramad Gupta  
S/o Late, Refendee Pk Gupta  
Champasahi More  
Siliguri - 3

Biswajit Singh  
(Signature of Vendor)

2. लाल सिंह  
बिना - श्री राम सिंह  
शुक्लेतु भाकेश  
सिलिगुरी - 3

Drafted & Prepared by me

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

# IMPRESSION SHEET

**PHOTO**



*बिरेन्द्र प्रसाद*

FINGER PRINT OF SHRI BIIRENDRA PRASAD (Purchaser).

	THUMB FINGER	FIRST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT H A N D					
R I G H T H A N D					

*बिरेन्द्र प्रसाद*

SIGNATURE OF SHRI BIRENDRA PRASAD

**PHOTO**



*Surendraprasad*

FINGER PRINT OF SHRI SURENDRA PRASAD (Purchaser).

	THUMB FINGER	FIRST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
L E F T H A N D					
R I G H T H A N D					

*Surendra prasad*

SIGNATURE OF SHRI SURENDRA PRASAD

**PHOTO**



*Biswajit Ghosh*

FINGER PRINT OF SHRI BISWAJIT GHOSH (Vendor).

	THUMB FINGER	FIRST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
L E F T H A N D					
R I G H T H A N D					

*Biswajit Ghosh*

UNITED STATES DEPARTMENT OF JUSTICE

INVESTIGATION OF THE ACTS OF VIOLENCE  
COMMITTED BY THE KLU KLUX KLAN

01

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Adcl. DistSub Registrar  
Sulguis. II et Bagdogra, Dist - Daycehag.  
2/11/57

*[Handwritten signature]*



Adcl. DistSub Registrar  
Sulguis. II et Bagdogra, Dist - Daycehag

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File No. 1  
12/108  
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No. 494

Date 31.08.2004

Paid to :

Sri Birendra Prasad & Others

S/O Lt Alideo Sah

Champasari More, Siliguri-3

Non-Judicial Stamp worth Rs. 27,000/-

(Rupees twentyseven thousand ) only.

STAMP HEAD CLERK  
SILIGURI TREASURY-II

*Handwritten signature*

1.50  
20th ... day of Sept. 04.  
Biswajit Ghosh

Biswajit Ghosh  
Chinta Haran Ghosh  
Subhasit Pally  
P.B. ...  
Hindu  
Business

*Biswajit Ghosh*  
*Essan*  
*Biswajit Ghosh*

DEED OF SALE

THIS INSTRUMENT IS MADE ON  
THE 12th DAY OF September 2004

Suman Choudhury  
Hari Ranjan Choudhury  
Hakim Pata  
Hindu  
Business

Suman Choudhury  
S/o Hari Ranjan Choudhury  
Hakimpura, Siliguri.

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