

3339/2013

I - 2507/2013



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 808360

A 808360

DEED OF SALE

CERTIFIED THAT THE DOCUMENT IS ADMITTED TO
REGISTRATION THE SIGNATURE, SEAL AND
ENDORSEMENT SHEETS OF WHICH TO THE
DOCUMENT ARE THE SAME.

18/07/13



Mohari Rai

NON JUDICIAL STAMP

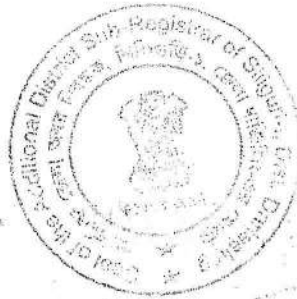
SL NO. 2939 Date 15.7.13

SOLD TO SHARDA RAI @ Maitha

UF Ashraupara, Siliguri

Value Rs. 5000/- (Rupees) Five thousand only

(Sujit Kr. Sinha)
Govt. Stamp Vendor
Siliguri Court
L/Nc. - 196/R.M



Dist. Sub-Registrar
Siliguri-I, Darjeeling

8 JUL 2013

Shanta Rai (Dewan)
Shanta Rai (Dewan)
W/o Sri Uday Dewan
Pakurtala More
P.O. & P.S. Siliguri
Dist. Darjeeling
Occ. Housewife

THIS INDENTURE IS MADE ON THIS THE 18th DAY OF JULY.2013.

EXTRACT

AREA	: 1 KATTHA 3 Chhatak
SET FORTH VALUE	: Rs. 4,50,000/-
MARKET VALUE	: Rs 19,60,000/-
MOUZA	: Siliguri
PLOT NO.	: RS 1011
KHATIAN	: RS 5413
J.L.NO.	: 110
PARGANA	: BAIKUNTHAPUR
POLICE STATION	: SILIGURI
DISTRICT	: DARJEELING.

BETWEEN

SRIMATI SHARDA RAI @ MAITRA Wife of Sri Binay Chandra Maitra, D/o Late Kalu Bhan Rai, Hindu by religion, Service by occupation, resident of Pakurtala More, Nazrul Sarani, Ashrampara, within Ward No.XIV, P.O.& P.S. Siliguri, District : Darjeeling- hereinafter called the "PURCHASER" (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, representatives, administrators and assigns) of the ONE-PART.

A N D



SRI MOHAN RAI Son of Late Kalu Bhan Rai, Hindu by religion, Business by occupation, resident of Pakurtala More, Nazrul Sarani, Ashrampara, within Ward No.X1V, P.O.& P.S. Siliguri, District : Darjeeling--hereinafter called the "**VENDOR**" (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, representatives, administrators and assigns) of the OTHER-PART.

Mohan Rai.

WHEREAS Kalu Bhan Rai son of Late Manharak Rai, had acquired on lease 0.12 acre of homestead land for residential purpose from Harendra Nath Roy son of Late Suk Mohan Singh on 6.12.1948 and the said deed of lease was registered at the Siliguri Sub-Registry office in Book No.1, Volume No. 22, at pages 26 to 28 being document No. 2075 for the year 1948 and Whereas during the tenure of the aforesaid lease which was for nine years, the West Bengal Estate Acquisition Act, 1954 came into force and all the rights of the intermediaries vested in the State of West Bengal and the aforesaid Kalu Bhan Rai became a direct non-agricultural tenant under the State of West Bengal and continued to enjoy and possess the aforesaid 0.12 acre of land which is a part of the land described in the schedule below and the subject matter of these presents and whereas the aforesaid Kalu Bhan Rai became the absolute owner of the land acquired by him on 6.12.1948 subject to the payment of the land rent to the State of West Bengal.

A N D

WHEREAS the aforesaid Kalu Bhan Rai died intestate on 25th May, 1982 leaving behind him his wife (i) Smt. Ganga Maya Subba (Rai) and two sons (i) Sri Shyam Kumar Rai and (ii) Sri Mohan Rai and three daughters (i) Smt. Santa Rai (Dewan) wife of Sri Uday Dewan (ii) Smt. Sarada Rai (Maitra) W/o Sri Binay Chandra Maitra and (iii) Smt. Chandra Rai (Chakravorty) W/o Sri Kausik Chakravorty entitled to succeed to his property according to Hindu Law



and as such above named legal heirs jointly inherited the property left by Kalu Bhan Rai and became the joint owners of the land measuring 0.12 Acre which is a part of the land described in the schedule below and the subject matter of these presents.

Mohan Rai.

A N D

WHEREAS the land left behind by Kalu Bhan Rai have been duly mutated in the name of the above named legal heirs of Kalu Bhan Rai in the records of rights maintained in the land Reform Office at Siliguri vide mutation case No. 13 (P-I)/82-83 dated 3.7.1982 and the land rents have been paid accordingly to the Govt. of West Bengal through the Land Reforms Circle, Siliguri.

A N D

WHEREAS the above named joint owners mutually partitioned the said land measuring 0.12 acre or more or less 7 Kattah 8 Chhatak and each of them inheriting their respective share of land 1 kattah 4 Chhatak or 0.02 acre out of the total land measuring 0.12 Acre.

A N D

WHEREAS Smt. Ganga Maya Subba(Rai) and Smt. Chandra Chakravorty being in need of money sold their respective shares of land measuring 2 Kattah 8 Chhatak or 0.04 Acre (each of them having share of 1kattah 4 chhatak of land) on 13th January 1989 to One Sri Dulal Chandra Saha by virtue of a deed of sale which is registered at Book No.1, Volume No.12, at pages 295 to 304 being document No. 346 for the year 1989.

A N D

WHEREAS after such sale of their respective share of land measuring 2 kattah 8 Chhatak by Ganga Maya Subba (Rai) and Smt. Chandra Chakravorty (1



kattah 4 Chhatak each falling in the share of them) other remaining legal heirs of Kalu Bhan Rai (i) Sri Shyam Kumar Rai (ii) Sri Mohan Rai (Vendor) (iii) Smt. Santa Rai (Dewan) and (iv) Smt. Sarada Rai (Maitra) became the absolute owners of total remaining land measuring now 0.0787 Acre which is part of the land described in the schedule below and the subject matter of these presents having equal 1/4th share of each thereon free from all encumbrances whatsoever.

Mohan Rai.

A N D

WHEREAS above named remaining legal heirs have mutated their names in the records of rights maintained in the land Reform Office at Siliguri vide mutation case No.683/1X-11/12-13 and have been paying the land revenue to the State of West Bengal.

A N D

WHEREAS the Vendor being in need of money for paying off his debts and for meeting other financial commitments has finally and firmly decided to sell and also offered for sale his share of land measuring 0.019675 acre or more or less 1 kattah 3 Chhatak as described in the schedule below to his other co sharer of land.

A N D

WHEREAS the Purchaser, one of the co sharer, of land measuring 0.0787 Acre relying on the statement of the Vendor has agreed to purchase the said land as fully described in the schedule below for the consideration of Rs. 4,50,000/- (Rupees Four Lakh Fifty thousand)only and free from all encumbrances.

✓



And whereas other two remaining co sharer has consented to such purchase of the land of the Vendor by the Purchaser and have no objection whatsoever in this respect and they have also became the witnesses of this deed herein below.

Mohan Rai.

A N D

WHEREAS the Vendor considering the said price so offered by the Purchaser as fair, reasonable and highest at the prevailing market has also finally agreed to sell the below schedule land to the Purchaser at or for the price of Rs. 4,50,000/- (Rupees Four lakh Fifty thousand) only free from all encumbrances whatsoever.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid offer, acceptance and in consideration of the sum of Rs. 4.50,000/- (Rupees Four Lakh Fifty thousand) only paid to the Vendor in cash (the receipt whereof the Vendor does hereby acknowledge as having received the same and the Vendor also grants full discharge to the Purchaser from the payment thereof) the Vendor does hereby convey, assign and sell and transfer absolutely and forever, the below schedule land together with all rights, title, interest, hereditaments, liberties, easements, privileges etc, whatsoever in any way belonging to or reputed to belong therewith and makes over possession thereof unto and in favour of the Purchaser absolutely and forever **TO HAVE AND TO HOLD** the same by the Purchaser as absolute owner thereof peaceable and quietly with permanent, heritable and transferrable right, title and interest and without any objection, interference or interruption from the Vendor or any person or persons claiming under him, subject to the payment of land revenue and other taxes to the Superior Landlord the Govt. of West Bengal.



Moham Rai.

The Vendor declares that the interest which he professes to transfer hereby subsists as on the date of these presents and that the Vendor has not previously sold, transferred, mortgaged, contracted for sale or otherwise the below scheduled land to any other person or party, and that the land hereby transferred, expressed to intended so to be suffers from no defect of title and that the statements made hereinabove are all true and in the event of any contrary is proved, the Vendor shall be liable to be dealt with according to law both civil and criminal as the case may be and shall also be liable to pay adequate compensation to the Purchaser.

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

The Vendor does hereby further declares that the Vendor at the request and costs of the Purchaser shall execute all such act, deed or thing whatsoever if the Purchaser so require in future for peaceful enjoyment and possession of the land hereby sold by the Vendor by these presents.

✓



SCHEDULE OF LAND

Mohan Rai.

All that piece or parcel of Bastu land measuring about 0.019675 acre or more or less 1 Kattha 3 Chattaks, recorded under Khatian No. 5413 (five four one three), being part of Plot No. 1011 (one zero one one), situated at Pakurtala More, Nazrul Sarani, Ashrampara, within ward No. XIV of Siliguri Municipal Corporation, Pargana : Baikunthapur, Mouza: Siliguri, J.L. No. 110, Post Office and Police Station. Siliguri in the district of Darjeeling,

The proposed use of land mentioned in above schedule is Bastu and the classification of land in ROR is BASTU.

The site plan of the above mentioned land in schedule is also enclosed herewith along with finger print and photo sheet.

The land measuring 1Kattahs 3 Chattaks hereby sold is butted and bounded as follows:

NORTH	:	Land of Uma Kharga
SOUTH	:	Remaining land of Purchaser, Shyam Kr.Rai and Santa Rai (Dewan)
EAST	:	Land and house of Dulal Chandra Saha.
WEST	:	16 feet wide Road.



IN WITNESS WHEREOF the Vendor does hereto set and subscribed their hands on the Day, Month and Year above written.

WITNESSES:

✓ 1 Shanta Rai (Dewan.)

ajo Sri Uday Dewan
Pakuntala More,
Ashraampara, Siliguri.

P.O. & P.S. Siliguri
Dist. Darjeeling.

✓ 2. Shyam Kr. Rai.

S/o Late Kalu Bhan Rai,
Pakuntala More,
Nazrul Sarani Road
Ashraampara
Siliguri, Darjeeling
P.O. & P.S. Siliguri.

Mohan Rai.

(SIGNATURE OF THE VENDOR)

Drafted as per the instructions
of the Vendor and confirmed by
the Witnesses and
Computerized in my chamber
and explained all the parties in
the language which they
understand.

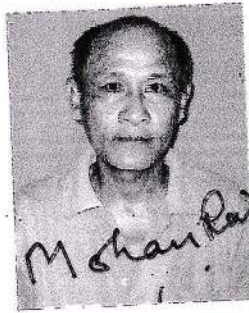

(GYANENDRA DEWAN)
Advocate, Siliguri.

Enrollment No. F/425/2008
of Bar Council of West
Bengal.



PHOTO AND FINGER PRINT SHEET

SELLER/VENDOR



	Thumb	Fore finger	Middle	Ring	Small
<u>LEFT</u>					
<u>RIGHT</u>					

Mohan Rai

PURCHASER/VENDEE



	Thumb	Fore finger	Middle	Ring	Small
<u>LEFT</u>					
<u>RIGHT</u>					

Sharda Rai

Government of West Bengal
Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. SILIGURI, District- Darjeeling
Signature / LTI Sheet of Serial No. 03339 / 2013, Deed No. (Book - I , 02507/2013)

I. Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Mohan Rai Pakurtala More, Ashram Para , Ward No. 14, Nazrul Sarani, SILIGURI MC, Thana:-Siliguri, P.O. :-Siliguri, District:-Darjeeling, WEST BENGAL, India,	 18/07/2013	 LTI 18/07/2013	Mohan Rai, 18/07/13

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Mohan Rai Address -Pakurtala More, Ashram Para , Ward No. 14, Nazrul Sarani, SILIGURI MC, Thana:-Siliguri, P.O. :-Siliguri, District:-Darjeeling, WEST BENGAL, India,	Self	 18/07/2013	 LTI 18/07/2013	Mohan Rai, 18/07/13

Name of Identifier of above Person(s)

Shanta Rai (Dewan)
Pakurtala More, SILIGURI MC, Thana:-Siliguri, P.O.
:-Siliguri, District:-Darjeeling, WEST BENGAL, India,

Signature of Identifier with Date

Shanta Rai (Dewan)
18/07/13.



(Tsering Doma Bhutia)
ADDL. DISTRICT SUB-REGISTRAR OF SILIGURI- I
Office of the A.D.S.R. SILIGURI



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

Endorsement For Deed Number : I - 02507 of 2013
(Serial No. 03339 of 2013 and Query No. 0402L000006453 of 2013)

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. 21549.00/-, on 18/07/2013

(Under Article : A(1) = 21549/- on 18/07/2013)

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.-19,59,375/-

Certified that the required stamp duty of this document is Rs.- 117562 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty

1. Rs. 49000/- is paid , by the draft number 672970, Draft Date 16/07/2013, Bank : State Bank of India, HAKIMPARA (SILIGURI), received on 18/07/2013
2. Rs. 49000/- is paid , by the draft number 672971, Draft Date 16/07/2013, Bank : State Bank of India, HAKIMPARA (SILIGURI), received on 18/07/2013
3. Rs. 14570/- is paid , by the draft number 672986, Draft Date 16/07/2013, Bank : State Bank of India, HAKIMPARA (SILIGURI), received on 18/07/2013

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

Presented for registration at 12.00 hrs on :18/07/2013, at the Office of the A.D.S.R. SILIGURI by Mohan Rai ,Executant.

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 18/07/2013 by

1. Mohan Rai, son of Late Kalu Bhan Rai , Pakurtala More, Ashram Para , Ward No. 14, Nazrul Sarani, SILIGURI MC, Thana:-Siliguri, P.O. :-Siliguri, District:-Darjeeling, WEST BENGAL, India, By Caste Hindu, By Profession : Business

(Tsering Doma Bhutia)

ADDL. DISTRICT SUB-REGISTRAR OF SILIGURI- I

EndorsementPage 1 of 2

18/07/2013 12:48:00



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

Endorsement For Deed Number : I - 02507 of 2013
(Serial No. 03339 of 2013 and Query No. 0402L000006453 of 2013)

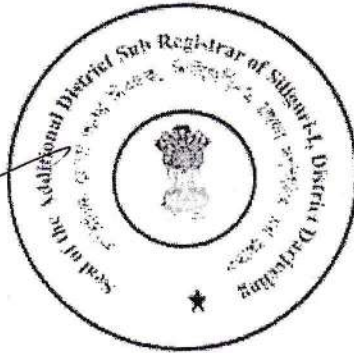
Identified By Shanta Rai (Dewan), wife of Sri Uday Dewan, Pakurtala More, SILIGURI MC,
Thana:-Siliguri, P.O. :-Siliguri, District:-Darjeeling, WEST BENGAL, India, , By Caste: Hindu, By
Profession: House wife.

(Tsering Doma Bhutia)
ADDL. DISTRICT SUB-REGISTRAR OF SILIGURI- I

(Tsering Doma Bhutia)
ADDL. DISTRICT SUB-REGISTRAR OF SILIGURI- I
EndorsementPage 2 of 2

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 28
Page from 943 to 957
being No 02507 for the year 2013.



(Tsering Doma Bhutia) 18-July-2013
ADDL. DISTRICT SUB-REGISTRAR OF SILIGURI-I
Office of the A.D.S.R. SILIGURI
West Bengal