

DEED OF SALE (CONVEYANCE)

10 Katha 8 Chhataks or 0.1732 Acre. Land measuring : UDAY SINGH, Mouza : 51 J.L. No. : 91 Touzi No. : 20 & 21 (R.S.), Khatian No. 688 (L.R.) : 31 (R.S.), Plot No. 46 (L.R.) : Matigara, Police Station : Darjeeling District : Rs. 18,30.000/-Value

THIS INDENTURE IS MADE ON THIS THE 16th DAY OF JANUARY TWO THOUSAND FOURTEEN.

BETWEEN

Sp.

Page No.3 "AKANSHA CONSTRUCTION", a proprietorship firm, represented by its

proprietor SRI SARVAN KUMAR CHHETRI, son of Late Tek Bahadur Chhetri, Hindu by religion, Indian by national, Business by occupation, having its office at "Karki Niwas" Agam Singh Nagar, Near Delhi Public School, Dagapur, P.O. & P.S. Pradhan Nagar, Dist. Darjeeling in the state of West Bengal - hereinafter called the "PURCHASER" (which expression shall mean and include unless excluded by or repugnant to the context its heirs, successors, legal representatives, executors, administrators and assigns) of the ONE PART. (Income Tax PAN AESPC 7017 H).

AND

SMT. SUMAN KARKI CHETRI, wife of Sri Gopal Karki Chetri, Hindu by religion, Indian by national, Business by occupation, presently residing at Agam Singh Nagar, Near Delhi Public School, Dagapur, P.O. & P.S. Pradhan Nagar, Dist. Darjeeling in the state of West Bengal permanently residing at 6th Mile, Jay Nagar, House No. 10, Near Manisha Apartment, Guwahati, P.O. & P.S. Khanapara, Dispur, Dist. Kamrup, in the state of Assam - hereinafter called the "VENDOR" (which expression shall mean and include unless excluded by or repugnant to the context her heirs, successors, legal representatives, executors, administrators and assigns) of the OTHER PART. - 448 (Income Tax PAN AEAPC 9364 B).

WHEREAS one Sri Ajit Kumar Prasad, son of Late Deo Narayan Prasad was the absolute owner-in-possession of the land measuring 4.28 Acre, appertaining to Plot No. 31, 41, 43, 49, 50, 54, 55, 56, 57, 58, 59, 60 (R.S.), 45, 46, 54, 48, 16, 12, 13, 14, 53, 59 (L.R.), recorded under Kharian No. 20 & 21 (R.S.), 57 & 58 (L.R.), situated within Mouza - Uday Singh, J.L. No. 51, Paragana - Patharghata, Touzi No. 91, under Champasari Gram Panchayet, within the jurisdiction of Police Station Matigara now Pradhan Nagar, Sub-Division - Siliguri in the District of Darjeeling by virtue of a Deed of Partition, executed by and between himself and Sri Ajay Kumar Prasad and Sri Anand Kumar Prasad, all are sons of Late Deo Narayan Prasad on 24-06-1994 and the same was registered in the office of the Addl. Dist. Sub-Registrar at

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Siliguri, recorded in Book No. I, Volume No. 34 at Pages – 201 to 222, Being No. 2071 for the year 1994 and since then he was possessing and enjoying the said land in his khas, actual and physical possession having all permanent, heritable and transferable right, title and interest therein and his name has duly been mutated with respect to his said land vide Mutation Case No. 112/RT/C dated 13-08-1997 in the office of the B.L. & L.R.O. at Matigara.

AND

WHEREAS the owner of such possession Sri Ajit Kumar Prasad, son of Late Deo Narayan Prasad sold and transferred his part of land measuring 11 Katha or 0.1815 Acre out of the total land, appertaining to Plot No. 31 (R.S.), 46 (L.R.), recorded under Khatian No. 20 & 21 (R.S.), 57 & 58 (New), situated within Mouza – Uday Singh, J.L. No. 51, Paragana – Patharghata, Touzi No. 91, under Champasari Gram Panchayet, within the jurisdiction of Police Station Matigara now Pradhan Nagar in the District of Darjeeling to and in favour of Smt. Sharda Chhetri, wife of Sri Dhaniraj Chhetri by virtue of a Deed of Sale, executed on 01-09-1997 and the same was registered in the office of the Addl. Dist. Sub-Registrar at Siliguri, recorded in Book No. 1, Being No. 3552 for the year 1997. By virtue of such Sale Deed Smt. Sharda Chhetri, wife of Sri Dhaniraj Chhetri acquired the land measuring 11 Katha or 0.1815 Acre in her khas, actual and physical possession having all permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

AND

WHEREAS the owner of such possession Smt. Sharda Chhetri, wife of Sri Dhaniraj Chhetri sold and transferred her aforesaid land measuring 11 Katha or 0.1815 Acre to and in favour of Smt. Gita Dewan @ Geeta Dewan, daughter of Sri R.B. Dewan @ Late Padam Bahadur Dewan by virtue of a Deed of Sale, executed on 10-01-2004 and the same was finally registered on 10-03-2005 after depositing the deficit stamp duty in the office of the Addl. Dist. Sub-Registrar, Siliguri – II at Bagdogra, recorded in Book No. 1, Volume No. 22 at Pages – 299 to 306, Being No. 883 for the year 2005. By virtue of such Sale Deed Smt. Gita Dewan @ Geeta Dewan, daughter of Sri R.B. Dewan @ Late Padam Bahadur Dewan acquired the land measuring 11 Katha or 0.1815 Acre

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in her khas, actual and physical possession having all permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever and her name has duly been mutated with respect to her said land vide Mutation Case No. 3338/IX-II/BLLRO/07-08 in the office of the B.L. & L.R.O. at Matigara and subsequently a separate Khatian has been finally published in her name being Khatian No. 281, Plot No. 46 of Mouza -Uday Singh.

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AND

WHEREAS thereafter the Vendor hereof have surveyed her aforesaid plot of land by a qualified surveyor namely Sri Utpal Basak, having Surveyor Registration No. 197670/004 and on such survey an area of land measuring 8 Chhataks was utilized for road/drains etc. and the Vendor hereof have been maintaining her possession in and over the balance area of land measuring 10 Katha 8 Chhataks or 0.1732 Acre having permanent, heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

AND

WHEREAS the owner of such possession Smt. Gita Dewan @ Geeta Dewan, daughter of Sri R.B. Dewan @ Late Padam Bahadur Dewan sold and transferred her aforesaid land measuring 10 Katha 8 Chhataks or 0.1732 Acre to and in favour of Smt. Suman Karki Chetri, wife of Sri Gopal Karki Chetri (the Vendor hereof) by virtue of a Deed of Sale, executed on 05-11-2012 and the same was registered in the office of the Addl. Dist. Sub-Registrar, Siliguri - II at Bagdogra, recorded in Book No. I, CD Volume No. 44 at Pages - 1269 to 1284, Being No. 9865 for the year 2012. By virtue of such Sale Deed Smt. Suman Karki Chetri, wife of Sri Gopal Karki Chetri (the Vendor hereof) acquired the land-measuring 10 Katha 8 Chhataks or 0.1732 Acre in her khas, actual and physical possession having all permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever and her name has duly been mutated with respect to her said land in the office of the B.L. & L.R.O. at Matigara and subsequently a separate Khatian has been finally published in her name being Khatian No. 688, Plot No. 46 of Mouza - Uday Singh.



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WHEREAS now the Vendor hereof being in need of money for her own development plans and schemes have decided to sell and have also offered for sale her said land measuring 10 Katha 8 Chhataks or 0.1732 Acre as fully described in the Schedule appended below, disclosing the aforesaid facts relating thereto and declaring the same free from all encumbrances and charges whatsoever.

AND

WHEREAS the Purchaser hereof relying on the aforesaid statement of the Vendor has agreed to purchase the said land measuring 10 Katha 8 Chhataks or 0.1732 Acre fully described in the Schedule appended below and offered a price of the sum of Rs. 18,30,000/- (Rupees Eighteen lakhs thirty thousand) only free from all encumbrances and charges whatsoever.

AND

WHEREAS the Vendor hereof considering the said price so offered by the Purchaser as fair, reasonable and highest in view of prevailing market rate, have firmly and finally agreed to sell her said below scheduled land to the Purchaser hereof at or for the price of the sum of Rs. 18,30,000/- (Rupees Eighteen lakhs thirty thousand) only, free from all encumbrances and charges whatsoever and the said land is hereby transferred in the manner as hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid offer, acceptance and also in consideration of the said sum of Rs. 18,30,000/- (Rupees Eighteen lakhs thirty thousand) only, out of which Rs. 10,00,000/- (Rupees Ten lakhs) only has paid by cheque vide Cheque No. 615230 dated 02-10-2013, drawn upon United Bank of India, Siliguri Branch and Rs. 8.30.000/- (Rupees Eight lakhs thirty thousand) only has paid by eash by the Purchaser to the Vendor hereof (the receipt whereof the Vendor do hereby acknowledge and grant full discharge from the payment thereof) the Vendor do hereby grant, convey, sell, assign and transfer unto the Purchaser the said vacant land hereby sold described in the schedule below and make

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over possession thereof to the Purchaser together with all right, title, interest, liberties, easements, privileges, appendices, appurtenances, whichever are belonging to or in any way appertaining to the said land or any part thereof belonging to or in any way appertaining to the said land or any part thereof TO HAVE AND TO HOLD the same absolutely by the Purchaser forever peaceably and quietly without any interference or interruption from the Vendor or any person or persons claiming under him, subject to the payment of rent etc. payable to the Superior Landlord The Govt. of West Bengal.

THE VENDOR does hereby declare that the Vendor has not previously sold, mortgaged, transferred or contracted for sale or otherwise the said land hereby sold or any part thereof suffers from no defect of title and in the event of discovery or 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 be also liable to pay adequate compensation to the Purchaser.

THE VENDOR does hereby covenant with the Purchaser that the entire property forming subject matter of the present conveyance is in khas and actual possession of the Vendor at the date of these present. If for any defect in the title of the land hereby sold or any part thereof or for any act done or suffered to be done by the Vendor, the Purchaser are deprived of ownership or suffered to be done by the land hereby sold or any part thereof in future, the of possession thereof the land hereby sold or any part thereof in future, the Vendor shall be liable to return to the Purchaser the full or proportionate part Vendor shall be liable to return to the Purchaser with interest from the date of the said price money as the case may be together with interest from the date of such deprivation or dispossession and the Vendor shall also be liable to pay of such deprivation to the Purchaser for any other, loss or injury which the Purchaser may suffer there from.

THE VENDOR do hereby declare that the Purchaser shall occupy, hold, enjoy and possess the said landed property hereby transferred by the Vendor by these presents as absolute owner by mutating her name in the office of the B.L. & L.R.O., Matigara and and the Purchasers shall have the right to sell, gift, mortgage or transfer otherwise the ownership of the Schedule property or let-out, lease-out the Schedule property to any other person

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Page No.8 THE VENDOR does hereby further declare that the Vendor at the request and costs of the Purchaser, do execute or cause to be done such acts, deeds or things whatsoever if the Purchaser so required in future for peaceful enjoyment and possession of the said land hereby sold by the Vendor by these presents. THE VENDOR further declare that all rent and other charges payable for the property hereby transferred or expressed or intended so to be that has accrued due upto the date of these presents have been paid and all others covenants and conditions required to be observed and performed and in case if it transpires otherwise the Vendor shall be liable to indemnify the purchase for any loss. resulting from any such non payment, non-observance and non-performance as aforesaid. SCHEDULE OF LAND ALL THAT PIECE OR PARCEL of vacant land measuring to Katha 8 Chhataks or 0.1732 Acre (Classification of Land Rupni and proposed to be used Bastu), at an annual proportionate rent of Rs. 1=00 only per decimal payable to the Govt. of West Bengal now represented by the B.L. & L.R.O. Matigara, appertaining to Plot No. (31 (R.S.), 46 (L.R.), recorded under Khatian No. 20 & 21 (R.S.), 688 (L.R.) of land is hereby sold by the Vendor to the Purchaser hereof by these presents, situated within Pargana - Patharghata, Mouza UDAY SINGH, J.L. No. 51, Touzi No. 91, under Champasari Gram Panchayat, within the jurisdiction of Police Station - Matigara now Pradhan Nagar, Sub-Division - Siliguri, Addl. District Sub-Registry Office Siliguri - II at Bagdogra and District Darjeeling, in the State of West Bengal. The said demised land is butted and bounded as follows: By the 16 Feet Wide Kutcha Road; By the Sold Land of Ajit Kr. Prasad & Ownership Flat; By the 17 Feet Wide Kutcha Road, North By the 17 Feet Wide Kutcha Road. Bin. South East West

Within the aforesaid boundary 10 Katha 8 Chhataks or 0.1732 Acre of vacant land is hereby sold by the Vendor to the Purchaser hereof by these presents and shown by red border delineated in the map or plan annexed herewith forming part of these presents

Separate sheet containing the finger prints of the Vendor and the Purchaser is annexed herewith.

IN WITNESS WHEREOF the Vendor hereof in good health and conscious mind has put her signature on this Deed of Sale on the day, month and year hereinbefore mentioned.

WITNESSES:

1. Toped Kark: Chefri Signature of the Vendor

Should Rapan Kark: Chefri Signature of the Vendor

AKANSHIPEON TO AKANSHIPEON TO Signature of the Purchaser

2. Chandra Brikesh Giri Signature of the Purchaser

Stown hash 781022

2. Chandra Brikesh Giri Signature of the Purchaser

Stown hash 78 RANIFED Drafted, read over and explained by MARCHAM 2 P.O. RANIFED me and computerized in my chamber:

1. Toped Kark: Chefri Signature of the Vendor

AKANSHIPEON TO THE Purchaser

Chandra Brikesh Giri Signature of the Purchaser

The Actual Signature of the Vendor

(Tapash Nandi)

Advocate, Siliguri

Advocate, Siliguri

Enrolment No. WB -1030/2002

PLAN SHOWING THE LAND PROPOSED TO BE SOLD OF MOUZA - UDAY SINGH, IL NO - 51, SHEET NO - 1, TOUZI NO - 91, PARGANA - PATHARGHATA, S. - MATIGARA, DIST - DARJEELING.

> PARY TRACE HAP OF MOUZA-UDAY SINGH. JL NO-51 SCALE: 16"= 1 MILE

NAME OF SELLER

SMT. SUMAN KARKI CHETRI, W/O GOPAL KARKI CHETRI, RESIDING AT AGAM SINGH NAGAR, NEAR DELHI PUBLIC SCHOOL, DAGAPUR, P.O. & P.S. - PRADHAN NAGAR, DIST -PARMANENT ADDRESS

6TH MILE, JAY NAGAR, HOUSE NO. 10, NEAR MANISHA APPARTMENT, GUWAHATI - 22, P.O. & P.S. - KHANAPARA, DISPUR. DIST - KAMPUP(ASSAM),

NAME OF PURCHASER

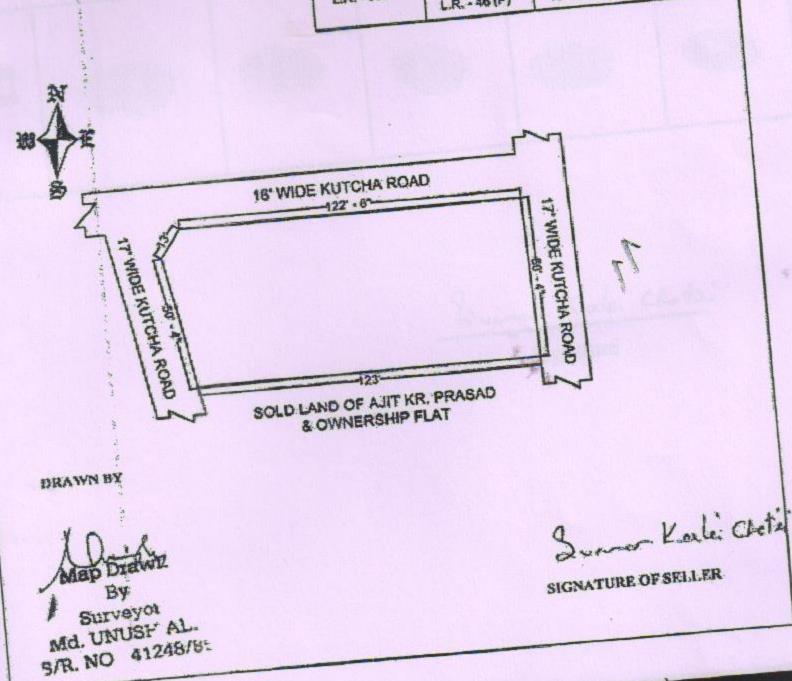
"AKANSHA CONSTRUCTION" REPRESENTED BY ITS PROPRIETOR SRI. SARVAN KUMAR CHHETRI, SIO LATE TEK BAHADUR CHHETRI, OFFICE AT "KARKI NIWAS".

AGAM SINGH NAGAR, NEAR DELHI PUBLIC SCHOOL,

DAGAPUR, P.O. & P.S. - PRADHAN NAGAR, DIST

DARJEELING, PIN - 734003.

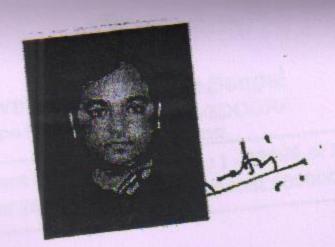
	SCHEDULE OF	AREA.	
KHATIAN NO.	PLOT NO.	THE OR	
	R.S31(P)	0.1732 AC. OR 10 KATHA 8 CHHATAK	





	ger Prints of	Suman Karlin			
Fin	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

Suman Koele Chotai. Signature



Fing	ger Prints of 5	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand	Thumb				
Right					

Signature



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

Endorsement For Deed Number: 1-02190 of 2014 (Serial No. 01541 of 2014 and Query No. 0403L000000888 of 2014)

esentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962) = 16/01/2014

Presented for registration at 18.30 hrs on:16/01/2014, at the Private residence by Suman Karki Chetri

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

Suman Karki Chetri, wife of Sri Gopal Karki Chhetri , Agramsingh Nagar Near Delhi Public School Dagapur, Thana:-Pradhan Nagar, P.O. :-Pradhan Nagar, District:-Darjeeling, WEST BENGAL, India, Execution is admitted on 16/01/2014 by

Identified By Gopal Karki Chetri, son of Lt. Ram Karki Chetri, 6 Mile Joyanagar, , Thana:-DISPUR, P.O. ;-Gguwahati (Kharapara), District:-Kamrup, ASSAM, India, , By Caste: Hindu, By Profession: By Caste Hindu, By Profession : Business

Others. On 20/02/2014

Certified that the market value of this property which is the subject matter of the deed has been Certificate of Market Value(WB PUVI rules of 2001)

Certified that the required stamp duty of this document is Rs.- 91567 /- and the Stamp duty paid as: assessed at Rs.-18,31,339/-Impresive Rs.-5000/-

(Sangha Ratna Syangden) A.D.S.R. Siliguri-II at Bagdogra

Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962) On 19/03/2014

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. 20141.00/-; on 19/03/2014

(Under Article; A(1) = 20141/- on 19/03/2014)

Deficit stamp duty

(Kaushik Ray)

A.D.S.R. Siliguri-II at Bagdogra EndorsementPage 1 of 2

19/03/2014 18:32:00



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

Endorsement For Deed Number : I - 02190 of 2014 (Serial No. 01541 of 2014 and Query No. 0403L000000888 of 2014)

Deficit stamp duty

- 1. Rs. 40800/- is paid, by the draft number 119604, Draft Date 06/01/2014, Bank: State Bank of India, Siliguri Town, received on 19/03/2014
- 2. Rs. 40800/- is paid, by the draft number 119603, Draft Date 06/01/2014, Bank: State Bank of India, Siliguri Town, received on 19/03/2014
- 3. Rs. 5000/- is paid, by the draft number 737043, Draft Date 16/01/2014, Bank : State Bank of India, Uttorayan, received on 19/03/2014

(Kaushik Ray) A.D.S.R. Siliguri-II at Begdogra

(Kaushik Ray)

A.D.S.R. Siliguri-II at Bagdogra

EndorsementPage 2 of 2

19/03/2014 18:32:00

icate of Registration under section 60 and Rule 69.

Tegistered in Book - I Volume number 501 Fage from 952 to 983 zeing No 02190 for the year 2014.



(Kaushik Ray) 24-June-2014 A.D.S.R. Siliguri-II at Bagdogra Office of the A.D.S.R. BAGDOGRA West Bengal

Digitally signed by SURAJ LEPCHA Date: 2016.01.29 18:01:31 +05:30 Reason: Digitally e-Signing the Completion Certificate of the Deed. TRUE COPY

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