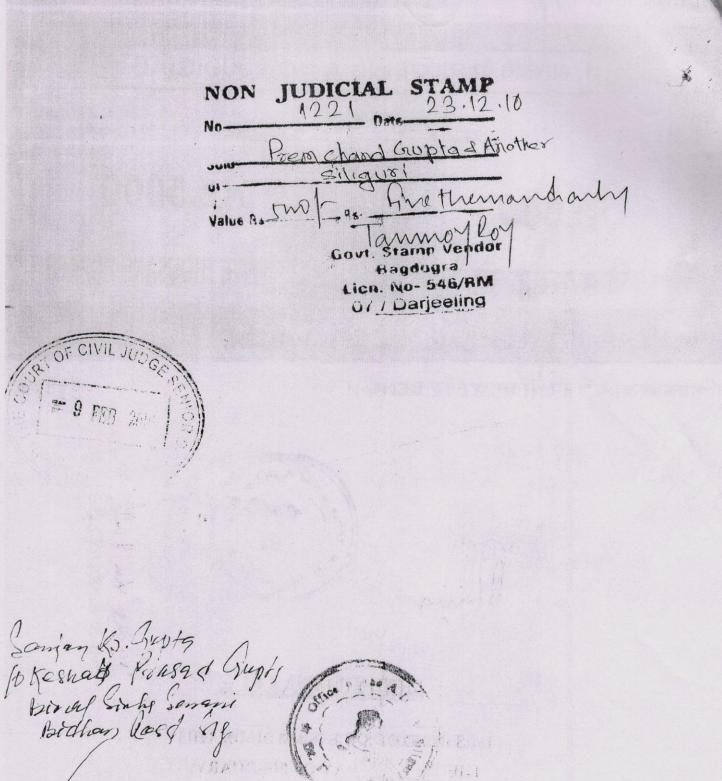
भारतीय गैर ज्यायिक INDIA NON JUDICIAL Rs.5000 **ক.5000 FIVE THOUSAND RUPEES** पाँच हजार रुप পশ্চিমবঙ্গা पश्चिम बंगाल WEST BENGAL 98577 STRATION THE SALE SALET AND THE SALET AND THE SALET AND THE SALE SALET AND THE SALE SALET AND THE SALET AND THE SALET AND THE SALET OF adde in Im DEED OF SALE :: THIS DEED OF SALE IS MADE ON THIS ATh DAY OF FEBRUARY, TWO THOUSAND ELEVEN A. D. Contd - P/2 JK Con-truction 09.02.16



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: Land measuring 11/2 kathas AREA

alongwith thatched structure

measuring 200 square feet;

CONSIDERATION: Rs.9,17,326=00

: 9786; PLOT NO. : 5658; KHATIAN NO.

: XIV of S. M. C., WARD NO.

: Siliguri, MOUZA & P.S. : Darjeeling. DISTRICT

# BETWEEN

1. SRI PREMCHAND GUPTA, son of Sri Keshab Prasad Gupta and

2. SMT. NAFEESHA PERWEEN ANSARI, wife of Jainul Haque, No. 1 is Hindu and No. 2 is Muslim by religion, both are Business by occupation, Indian by Citizen, residing at Bimal Sinha Sarani, Hakimpara and Ramkrishna Road, Ashrampara respectively, Post Office and Police Station - Siliguri, District - Darjeeling, hereinafter collectively called "the PURCHASER" (which expression shall mean and include unless excluded by or repugnant to the context their heirs, successors, executors, administrators, legal representatives and assigns) of the ONE PART. (PAN NO. AQQPG 1476 L & AFCPA 4241 E respectively).

### AND

SRI PRADIP KUMAR PAUL, son of Sri Paresh Nath Paul, Hindu by religion, Business by occupation, presently residing at Nabagram, within Ward No. 33 of Siliguri Municipal Corporation, Post Office and Police Station - Bhaktinagar, District - Jalpaiguri, Pin - 734 015hereinafter called "the VENDOR" (which expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, executors, administrators, legal representatives and assigns) of the OTHER PART. (PAN NO. AKFPP 4895 F).

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WHEREAS, SRI PRABIR KUMAR PAUL and SRI PRADIP KUMAR PAUL one DHANESWAR BARMAN, both are sons of Sri Paresh Nath Paul jointly acquired a plot of land measuring about 0.05 acres or 3 (three) kathas, appertaining to and forming part of Plot No. 9786, recorded in Khatian No. 5658, situated at Mouza - Siliguri, Pargana - Baikunthapur, Police Station – Siliguri, District – Darjeeling, by virtue by virtue of a Deed of Sale, duly executed by SRI JOYNARAYAN SHRESTHA, son of Late Rabi Narayan Shrestha, registered with the office of the then Sub-Registrar, Siliguri on 30.01.1973 and the said document was recorded in Book No. I, Volume No. 12, at pages 41 to 43, being No. 582, for the year 1973, having 50% share each in their khas, actual and physical possession, having permanent, heritable and transferable right, title and interest therein. After such purchase, the owners have jointly constructed a kutchha house and started living thereon. Moreover, the owners have jointly mutated their names with the Holding register of Siliguri Municipal Corporation and the said property has been identified as Holding No. 242/329/363, within Ward No. XIV of Siliguri Municipal Corporation.

### AND

WHEREAS the Vendor abovenamed being in urgent need of fund for the marriage ceremony of his daughter has expressed his desireness to sell his proportionate undivided half share of the land measuring about 1½ (one and half) kathas alongwith thatched shed structure measuring about 200 square feet standing thereon to any Third party at and for a total consideration amount of Rs.9,17,326=00 only and advertised as per required.

### AND

WHEREAS the purchaser being the adjacent land owners of the western side land and being in need of the aforesaid plot of land for their proper residential purpose and being aware of the said fact have offered and agreed to purchase the proportionate undivided half / 50% share of the said property as specifically mentioned in the Schedule – 'B' hereinbelow at and

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for a total consideration amount of Rs.9,17,326=00 only and the Vendor has accepted the price so offered by the purchaser as the same is fair, reasonable and highest prevailing in the present market and has agreed to sell and transfer the said property as fully mentioned in the Schedule herein below unto the purchaser.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid offer and acceptance and also in consideration of a sum of Rs.9,17,326=00 only paid by the purchaser 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 the purchaser all that piece or parcel of proportionate undivided half portion of land measuring 11/2 kathas with thatched shed structures measuring 200 square feet standing thereon, as specifically mentioned in the Schedule - 'B' hereinbelow, appertaining to and forming part of Plot Nos. 9786, recorded in Khatian Nos. 5658, more fully described in the schedule herein below free from all encumbrances and charges whatsoever, together with all yards, courts, areas, sewer-ways, paths, passages, common fences, well and appurtenances whatsoever to the said land hereditaments thereto and TO HAVE AND TO HOLD the said land subject to payment of rents, taxes etc. payable to the State of West Bengal and the purchaser shall receive rents, issues and profits thereof without any lawful eviction, interruption and demand whatsoever from the vendor or any person or entrust for him and that free and clear and freely and clearly and absolutely discharges, saves, harmless and kept indemnified against all estate and encumbrances created by the Vendor.

IT IS FURTHER COVENANTED that if any defects in title or for any act done by the Vendor in any way with respect to the land hereby transferred and if the purchaser is deprived of possession or enjoyment of the property hereby transferred, the vendor shall be liable to return to the purchaser the full or proportionate part of the consideration money together with interest from the date of such deprivation and shall also be liable for adequate compensation for any loss or injury there to be sustained by the purchaser

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and further it is declared that the Vendor has not entered into any binding contract with any other person whatsoever to sell or transfer the said land conveyed by these presents and that there subsists no such contract up to the date of these presents and in the event of discovery of any contract of sale or transfer existing with respect to the aforesaid land or any part thereof 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 them in consequence thereof.

### :: <u>SCHEDULE-'A'</u> :: (Total property)

ALL THAT piece or parcel of a plot of land measuring about 0.05 acres or 3 (three) kathas alongwith thatched shed old house structure measuring about 400 square feet, bearing Holding No. 242/329/363, appertaining to and forming part of Plot No. 9786, Sheet No. 19, recorded in Khatian No. 5658, held under the State of West Bengal at an annual present rental of Rs.30=00 only payable to Govt. of West Bengal, through the B. L. & L. R. O, Siliguri, situated at Mouza - Siliguri, Pargana - Baikunthapur, J. L. No. 110(88), Touzi No. 3(Ja), within Ward No. XIV of Siliguri Municipal Corporation, Police Station - Siliguri, District - Darjeeling. The said land with structure is butted and bounded as follows:-

: By the land of Jagadish Basu; NORTH : By the Panchanan Sarani; SOUTH : By the land of Sukdeb Paul; EAST : By the land of Purchasers; WEST

# :: SCHEDULE-'B':

(Property sold hereby)

ALL THAT piece or parcel of proportionate undivided 50% i.e. half portion of the land measuring about 0.025 acres or 1 (one) katha 8 (eight) chhataks along with that ched shed old house structure measuring about 200 square

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feet, bearing Holding No. 242/329/363 out of the total property as mentioned in the Schedule - 'A' above in part of Plot No. 9786, Sheet No. 19, recorded in Khatian No. 5658, held under the State of West Bengal at an annual present rental of Rs.15=00 only payable to Govt. of West Bengal, through the B. L. & L. R. O, Siliguri, situated at Mouza - Siliguri, Pargana - Baikunthapur, J. L. No. 110(88), Touzi No. 3(Ja), within Ward No. XIV of Siliguri Municipal Corporation, Police Station - Siliguri, District -Darjeeling.

IN WITNESS WHEREOF, the Vendor has set and subscribe his hand and put his signature on this Deed in good sense, conscious mind after going through and understanding the contents on the day, month and year first above written in presence of the:-

WITNESSES:-

Sanjay Kr. Grupts
Sto Reshab Prasa Strept
Binal Sinha Sarani
Bishan R. J. 818

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Signature of the VENDOR

2. fransk Ray. 810 Late brafulla Ray Surya Sen Colony Block-B' fo- siligun Town M- Jayon gun

Drafted readover and explained to the parties by me and printed in my chamber:

> Ram 9-2011 (RATAN BANIK)

Advocate, Siliguri. Enroll. No.W.B/494/1989.

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### **EXECUTANT SHEET**

(Purchaser)

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PREM CHAND GUPTA

PREMCHAND GUPTA Signature with Date

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Signature with Date

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Signature with Date

### Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue Office of the A. D. S. R. SILIGURI, District- Darjeeling

nature / LTI Sheet of Serial No. 00317 / 2011, Deed No. (Book - I , 00280/2011)

. Signature of the Presentant

Name of the Presentant	Signature with date			
Sri Pradip Kumar Paul				
	807.02.11			
	04.02.11			

ii . Sigi	nature of the person(s) admitti				
SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Pradip Kumar Paul Address -Nabagram, SILIGURI MC, Thana:-Bhaktinagar, District:-Jalpaiguri, WEST BENGAL, India, P.O.:-Bhakti Nagar	Self		LTI	Edma Nu Inc
			07/02/2011	07/02/2011	

Name of Identifier of above Person(s)

Sanjay Kumar Gupta B. S. Sarani, Bidhan Road, SILIGURI MC, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O.:-Siliguri

Signature of Identifier with Date

J K Construction

07/02/2011

(Nima Sherpa)

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 - 00280 of 2011 (Serial No. 00317 of 2011)

On

Payment of Fees:

On 07/02/2011

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. 10087/-, on 07/02/2011

(Under Article: A(1) = 10087/- on 07/02/2011)

### 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.-917326/-

Certified that the required stamp duty of this document is Rs.- 55040 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

### **Deficit stamp duty**

Deficit stamp duty

- 1. Rs. 4150/- is paid, by the Bankers cheque number 752612, Bankers Cheque Date 23/12/2010, Bank Name State Bank of India, Siliguri, received on 07/02/2011
- 2. Rs. 6630/- is paid, by the Bankers cheque number 752611, Bankers Cheque Date 23/12/2010, Bank Name State Bank of India, Siliguri, received on 07/02/2011
- 3. Rs. 39260/- is paid, by the Bankers cheque number 119487, Bankers Cheque Date 18/01/2011, Bank Name State Bank of India, HAKIMPARA (SILIGURI), received on 07/02/2011

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

Presented for registration at 13.00 hrs on :07/02/2011, at the Office of the A. D. S. R. SILIGURI by Sri Pradip Kumar Paul ,Executant.

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

Execution is admitted on 07/02/2011 by

Kimen Kamakan Partner

( Nima Sherpa )

ADDL. DISTRICT SUB-REGISTRAR OF SILIGURI- I

07/02/2011 13:12:00

**EndorsementPage 1 of 2** 



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

Endorsement For Deed Number: I - 00280 of 2011 (Serial No. 00317 of 2011)

 Sri Pradip Kumar Paul, son of Sri Paresh Nath Paul, Nabagram, SILIGURI MC, Thana:-Bhaktinagar, District:-Jalpaiguri, WEST BENGAL, India, P.O.:-Bhakti Nagar, By Caste Hindu, By Profession: Business

Identified By Sanjay Kumar Gupta, son of K. P. Gupta, B. S. Sarani, Bidhan Road, SILIGURI MC, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O. :-Siliguri, By Caste: Hindu, By Profession: Others.

( Nima Sherpa )
ADDL. DISTRICT SUB-REGISTRAR OF SILIGURI- I

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ADDL. DISTRICT SUB-REGISTRAR OF SILIGURI- I

**EndorsementPage 2 of 2** 

difficate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 3 Page from 615 to 626 being No 00280 for the year 2011.



(Nima Sherpa) 07-February-2011 ADDL. DISTRICT SUB-REGISTRAR OF SILIGURI-I Office of the A. D. S. R. SILIGURI West Bengal

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