

SL-5698/2010

I 6464 21/02/2010

भारतीय गैर न्यायिक INDIA NON JUDICIAL

₹.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

23/10/10

676/10  
21/10/10

Nirmal Roy

Page No. 1

DEED OF SALE (CONVEYANCE)

NOTED THAT THE DOCUMENT  
ADMITTED TO REGISTRATION THE  
MATURE SHEET AND THE ENDORSEMENT  
SHEETS ATTACHED TO THIS DOCUMENT  
ARE TRUE AND CORRECT.

LDC. DIST. SUB. REGISTRA  
SHIMSHI HAT BARDHMAN

29/10/10

*Minma Roy*

**DEED OF SALE (CONVEYANCE)**

Land measuring	: 41-Decimal
Mouza	: Rupsingh,
J.L. No.	: 95,
Police Station	: Naxalbari,
District	: Darjeeling.
Consideration	: Rs. 18,45,000/-

THIS INDENTURE IS MADE ON THIS THE 23<sup>rd</sup> DAY OF  
August TWO THOUSAND TEN.

**BETWEEN**

**HILLCART REALTORS (PRIVATE) LIMITED**, a private Limited Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 27A, Raipur Mandalpara Road, P.O. Gangulybagan, P.S. Jadavpur, Kolkata - 700047, in the State of West Bengal - hereinafter called the "**PURCHASER/VENDEE**" (which expression shall mean and include unless excluded by or repugnant to the context its successors and assigns) of the **ONE PART**. The Purchaser is represented through its Executive Officer **MR. BARUN GHOSH**, S/o Late Dharendra Nath Ghosh, who has been appointed to represent the Vendee/Purchaser in these presents by a Resolution dated 21.08.2010 adopted in the meeting of the Board of Directors of the Purchaser/Vendee. PAN - AACCH 4635 H.

Nirmal

A N D

Deben

SRI NIRMAL ROY, son of Late ~~Deben~~ Roy, Hindu by religion, Nationality Indian, Business by occupation, Resident of Rupsingh Jote, P.O. & P.S. Bagdogra, District Darjeeling, in the State of West Bengal – hereinafter called the "SELLERS/VENDOR" (which expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, legal representatives, executors, administrators and assigns) of the OTHER PART.

WHEREAS the Vendor hereof Sri Nirmal Roy is the absolute owner by way of purchase of all that piece or parcel of land measuring 0.99 Acres, situated within the Mouza – Rupsing, J.L. No. 95, Pargana – Patharghata, P.S. Naxalbari, Dist. Darjeeling, by virtue of a registered Deed of Sale, executed and presented by Sri Tapash Dutta, Sri Tushar Dutta & Sri Sanjib Dutta, all are sons of Late Baghyadhar Dutta, of Bagdogra, P.S. Naxalbari, Dist. Darjeeling on 19.09.2008/22.09.2008, registered in the office of the Addl. Dist. Sub-Registrar, Siliguri-II, at Bagdogra, District Darjeeling and recorded in Book No. I, C.D. Volume No. 15, Pages from 5149 to 5164, being document No. 5512 for the year 2008 and as such from the date of such purchase, the said Sri Nirmal Roy is the absolute and exclusive owner of land measuring 0.99 acre and got permanent heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

A N D

WHEREAS now the Vendor hereof being in need of money for his own development plans and schemes has decided to sell and have also offered for sale a portion of land measuring 41-Decimal out of above total land measuring 0.99 acre, clearly delineated in the attached sketch map, which is fully described

*Nimma,*

in the schedule appended below, disclosing the aforesaid facts relating thereto and declaring the same free from all encumbrances and charges whatsoever.

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WHEREAS the Purchaser hereof relying on the aforesaid statement of the Vendor, has agreed to purchase the said land measuring 41-Decimal clearly delineated in the attached sketch map fully described in the schedule appended below and offered a price of the sum of Rs. 18,45,000/- (Rupees eighteen lakh forty five thousand) only, free from all encumbrances and charges whatsoever.

A N D

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 his said below scheduled land to the Purchaser hereof at or for the price of the sum of Rs. 18,45,000/- (Rupees eighteen lakh forty five thousand) only, free from all encumbrances and charges whatsoever and the Vendor already delivered the physical possession of the Schedule mentioned land to the Purchaser/Vendee hereof today 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. 18,45,000/- (Rupees eighteen lakh forty five thousand) only, paid by the Purchaser to the Vendor hereof (the receipt whereof the Vendor does hereby acknowledge and grant full discharge from the payment thereof) the Vendor does hereby grant, convey, sell, assign and transfer unto the Purchaser the said land hereby sold described in the schedule below and make over possession thereof to the Purchaser together with all right, title, interest, liberties, easements, privileges,

*Ninmal Roy*

appendices, appurtenances, whichever are 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/her, 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 vacant 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 return back the consideration money along with 18% interest per annum to the Purchaser hereof.

THE VENDOR does hereby covenant with the Purchaser that 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 is deprived of ownership or of possession thereof the land hereby sold or any part thereof in future, the Vendors shall be liable to return back the consideration money along with 18% interest per annum to the Purchaser hereof from the date of purchase and the Vendors shall also be liable to pay adequate compensation to the Purchaser for any other loss or injury which the Purchaser may suffer there from.

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.

*Naxalbari*SCHEDULE

ALL THAT PIECE OR PARCEL of vacant land measuring 41-decimal, recorded in

Khatian No.	R.S. Plot No.	L.R. Plot No.	Area
814	140	234	04 Decimals
814	140	235	01 Decimals
814	140	236	09 Decimals
815	140	234	04 Decimals
815	140	235	01 Decimals
815	140	236	09 Decimals
816	140	234	03 Decimals
816	140	235	01 Decimals
816	140	236	09 Decimals

is hereby sold by the Vendor to the Purchaser hereof by these presents, situated within Pargana Pathrghata, Mouza - RUPSING, J.L. No. 95, Police Station Naxalbari, District Darjeeling, in the State of West Bengal. Classification of land Rupni, proposed to be used rupni and the said demised land is butted and bounded as follows:-

*Nimmul Rot*

By the North : Land Dipendra Nath Biswas and others;

By the South : Land of Ram Krishna Ghosh;

By the East : Land of Vendor;

By the West : Land of N.F. Railway;

Within the aforesaid boundary 41-decimal of 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.

Market Value of above Scheduled landed property assessed by the Registering Authority i.e. Addl. District Sub Registrar, Siliguri - II, at Bagdogra, Dist. Darjeeling Vide its Query No. 11093 dated 12.08.2010 of Rs. 18,45,000/-.

Winnat Roy

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

WITNESSES :

1. *Krishna Oraon*

S/o Sri Marawari Oraon,  
Of Rupsingh Jote, Gossainpur,  
P.S. Bagdogra,  
Dist. Darjeeling,  
Occupation : Business.

2. *Birendra ROY*

*e/o Aswini ROY*  
*Rup Singh Jote*

Drafted, read over and explained  
by me and computerized in my  
chamber:

*H. Ananta Mohanta*  
Advocate / Siliguri,  
Enrolment No. WB-1034/2002.



FACE MAP OF MOUZA RUPSINGH, I.L. NO. 95, P.S.- NAXALBARI, TOUJI NO. 91,  
 ANA-PATHARGHATA, DISTRICT- DARJEELING.

SCALE: 16" = 1 MILE



SCALE 1 INCHES = 50 FEET

NAME OF VENDOR:  
 SRI NIRMAL ROY SON OF LATE DEBEN ROY OF  
 RUPSINGJOTE, GOSSAINPUR, P.O. AND, P.S.-  
 BAGDOGRA, DIST.- DARJEELING.

SITE PLAN OF PROPOSED LAND AS PER  
 POSSESSION

PLOT NO.	KHATIAN NO.
R.S.- 140, L. R.-234 - 11.0 DC	814-4 DC-234
R.S.- 140, L. R.-235 - 3.0 DC	814-1DC-235
R.S.- 140, L. R.-236 - 27.0 DC	814-9 DC-236
	815-4 DC-234
	815-1DC-235
	815-9 DC-236
	816-3 DC-234
	816-1DC-235
	816-9 DC-236

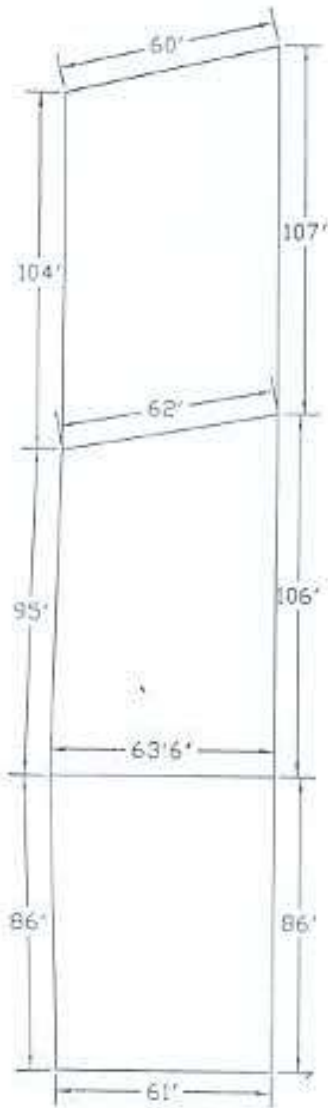
AREA  
41.0 CIMAL OR 0.41 CRE

LAND BOUND AND BUTTED  
 BY NORTH LAND OF DIPENDRANATH BISWAS AND  
 OTHERS, BY SOUTH LAND OF RAMKRISHNA GHOSH,  
 BY EAST LAND OF VENDOR, BY WEST LAND OF N  
 E RAILWAY

NAME OF PURCHASER  
 HILLCART REALTORS PRIVATE  
 LIMITED, OF 27-A, RAIPUR,  
 MANDALPARA ROAD, P.O. GANGULI  
 BAGAN, P.S. - JADAVPUR, KOLKATA-  
 47.

DRAWN BY: *Christina Orphan*  
 RUPSING JOTE BAGDOGRA  
 DARJEELING PIN-734014  
 REGD. NO. - 1976787006

*Nirmal Roy*  
 SIGNATURE OF SELLER





Finger Prints of \_\_\_\_\_

port  
oto

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

Signature

Finger Prints of \_\_\_\_\_

Passport  
Photo



*Nirman Reddy*

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

*Nirman Reddy*

Signature

Finger Prints of \_\_\_\_\_

Passport  
Photo



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



Government Of West Bengal  
Office Of the ADSR Siliguri-II at Bagdogra  
District:-Darjeeling

Endorsement For Deed Number : I - 06464 of 2010  
(Serial No. 05698 of 2010)

On 23/08/2010

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

Presented for registration at 21.20 hrs on 23/08/2010, at the Private residence by Nirmal Roy, Executant.

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

Execution is admitted on 23/08/2010 by

1. Nirmal Roy, son of Late Deben Roy, Rupsingjote, Thana:-Bagdogra, District:-Darjeeling, WEST BENGAL, India, P.O. :-Bagdogra, By Caste Hindu, By Profession : Business

Identified By Krishna Oraon, son of Sri Marawan Oraon, Rupsingh Jote, Gossainpur Thana:-Bagdogra, District:-Darjeeling, WEST BENGAL, India, P.O. :-Bagdogra, By Caste: Hindu, By Profession: Business.

( Subhas Chandra Sarkar )  
A.D.S.R. Siliguri-II at Bagdogra

On 24/08/2010

**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:**

Fee Paid in rupees under article - A(1) = 20284/- on 24/08/2010

**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. - 1845000/-

Certified that the required stamp duty of this document is Rs. - 92250/- and the Stamp duty paid as Impresive Rs. - 5000/-

**Deficit stamp duty**

Deficit stamp duty Rs. 87260/- is paid, by the draft number 094898, Draft Date 23/08/2010, Bank Name State Bank of India, NORTH BENGAL UNIV CMPUS, received on 24/08/2010

( Subhas Chandra Sarkar )  
A.D.S.R. Siliguri-II at Bagdogra

( Subhas Chandra Sarkar )  
A.D.S.R. Siliguri-II at Bagdogra



(Subhas Chandra Sarkar) 24-August-2010  
A.D.S.R. Siliguri-II at Bagdogra  
Office of the ADSR Siliguri-II at Bagdogra  
West Bengal