

34-110-13420/2010

6493 अ. 24.8 2010



रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

1/3/10
7/15/10
20/8/10

Handwritten signature: Hari Prasad Chhetri

For self and as:
constituted Attorney for
1. Sri Jang Banadar Chhetri
2. Sri Chhetri

Page No. 1

DEED OF SALE (CONVEYANCE)

ACCEPTED THAT THE DOCUMENT
ADMITTED TO REGISTRATION THE
NATURE SHEET AND THE ENCLAVURE
SHEETS ATTACHED TO THIS DOCUMENT
ARE THE PROPERTY OF THE DOCUMENT

27/8/10

Hari Prasad Chhetri

For self and as
constituted Attorney for
1. Sri Jang Bahadur Chhetri
2. Smt. Prem Kumari Chhetri

DEED OF SALE (CONVEYANCE)

Land measuring	: 42-Decimal
Mouza	: Rupsingh,
J.L. No.	: 95,
Police Station	: Naxalbari,
District	: Darjeeling.
Consideration	: Rs. 18,90,000/-

THIS INDENTURE IS MADE ON THIS THE 23rd 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 is 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.

Hari Prasad Chhetri

For self and as
constituted Attorney for
1. Sri Jang Bahadur Chhetri
2. Smt. Prem Kumari Chhetri

A N D

1. SRI HARI PRASAD CHETTRI, son of Sri Jang Bahadur Chhetri,
2. SRI JANG BAHADUR CHHETRI, son of Late Dhanraj Chhetri,
3. SMT. PREM KUMARI CHHETRI, daughter of Sri Jang Bahadur Chhetri, all are Hindus by religion, Nationality Indian, Business by occupation, resident of Railway Gate, Siliguri Junction, P.O. & P.S. Pradhan Nagar, District Darjeeling, in the State of West Bengal – hereinafter called the “SELLERS/VENDORS” (which expression shall mean and include unless excluded by or repugnant to the context their heirs, successors, legal representatives, executors, administrators and assigns) of the OTHER PART.

The Vendor No. 2 and 3 hereof are represented by and through their constituted Attorney HARI PRASAD CHETTRI, son of Sri Jang Bahadur Chhetri, Hindu by religion, Nationality Indian, resident of resident of Railway Gate, Siliguri Junction, P.O. & P.S. Pradhan Nagar, District Darjeeling, empowered by virtue of a registered General Power of Atorney No. IV-219 dated 20.06.2008, registered in the office of the Addl. District Sub-Registrar, Siliguri, Dist. Darjeeling.

WHEREAS the Vendor No. 1 hereof Sri Hari Prasad Chhetri is the absolute recorded owner as per R.O.R. of all that piece or parcel of land measuring 1.12 Acres, recorded in L.R. Khatian No. 740, L.R. Plot No. 145, 212, 218, 223, 231, 232, situated within the Mouza – Rupsing, J.L. No. 95, Pargana – Patharghata, P.S. Naxalbari, Dist. Darjeeling, and now he has been possessing and enjoying the said land in his actual khas and physical possession having permanent heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

A N D

Hari Prasad Chhetri

For self and as
constituted Attorney for
1. Sri Jang Bahadur Chhetri
2. Smt. Prem Kumari Chhetri

WHEREAS the Vendor No. 2 hereof Sri Jang Bahadur Chhetri is the absolute recorded owner as per R.O.R. of all that piece or parcel of land measuring 1.11 Acres, recorded in L.R. Khatian No. 739, L.R. Plot No. 145, 212, 218, 223, 231, 232, situated within the Mouza – Rupsing, J.L. No. 95, Pargana – Patharghata, P.S. Naxalbari, Dist. Darjeeling, and now he has been possessing and enjoying the said land in his actual khas and physical possession having permanent heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

A N D

WHEREAS the Vendor No. 3 hereof Sri Hari Prasad Chhetri is the absolute recorded owner as per R.O.R. of all that piece or parcel of land measuring 1.08 Acres, recorded in L.R. Khatian No. 741, L.R. Plot No. 145, 212, 218, 223, 231, 232, situated within the Mouza – Rupsing, J.L. No. 95, Pargana – Patharghata, P.S. Naxalbari, Dist. Darjeeling, and now he has been possessing and enjoying the said land in his actual khas and physical possession having permanent heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

A N D

WHEREAS now the Vendors (Vendor No. 1, 2 & 3) hereof being in need of money for their own development plans and schemes have decided to sell and have also offered for sale a portion of land measuring 42-Decimal out of above total land measuring 3.31 Acre, clearly delineated in the attached sketch map, which is fully described in the schedule appended below, disclosing the aforesaid facts relating thereto and declaring the same free from all encumbrances and charges whatsoever.

A N D

Howrah District

WHEREAS the Purchaser hereof relying on the aforesaid statement of the Vendors, has agreed to purchase the said land measuring 42-Decimal clearly delineated in the attached sketch map fully described in the schedule appended below and offered a price of the sum of Rs. 18,90,000/- (Rupees Eighteen lakh ninety thousand) only, free from all encumbrances and charges whatsoever.

A N D

WHEREAS the Vendors 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 their said below scheduled land to the Purchaser hereof at or for the price of the sum of Rs. 18,90,000/- (Rupees Eighteen lakh ninety thousand) only, free from all encumbrances and charges whatsoever and the Vendors 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. 18,90,000/- (Rupees Eighteen lakh ninety thousand) only, paid by the Purchaser to the Vendors hereof (the receipt whereof the Vendors do hereby acknowledge and grant full discharge from the payment thereof) the Vendors do 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, 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 Vendors 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.

How Prasad Reddy

For self and as

constituted Attorney for

1. Sri Jang Bahadur Chhetri
2. Smt. Prati Kumar Chhetri

THE VENDORS do hereby declare that the Vendors have 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 Vendors 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 VENDORS do 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 Vendors, 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 VENDORS do hereby further declare that the Vendors 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 Vendors by these presents.

Handwritten: New Record Register
For area and
classification
of land
in the
District of
Darjeeling

SCHEDULE

- ALL THAT PIECE OR PARCEL of vacant land measuring 42-decimal, recorded in
Khatian No. 739, R.S. Plot No. 138, corresponding to its L.R. Plot No. 212
(P) area measuring 09-Decimal,
Khatian No. 739, R.S. Plot No. 153, corresponding to its L.R. Plot No. 218
(P) area measuring 5-Decimal,
Khatian No. 740, R.S. Plot No. 138, corresponding to its L.R. Plot No. 212
(P) area measuring 09-Decimal,
Khatian No. 740, R.S. Plot No. 154, corresponding to its L.R. Plot No. 218
(P) area measuring 5-Decimal,
Khatian No. 741, R.S. Plot No. 138, corresponding to its L.R. Plot No. 212
(P) area measuring 10-Decimal,
Khatian No. 741, R.S. Plot No. 153, corresponding to its L.R. Plot No. 218
(P) area measuring 04-Decimal,

is hereby sold by the Vendors 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:-

- By the North : Land of Manabendra Ghosh and others;
- By the South : Land of Land of Mani Subba and others ;
- By the East : Land of Bablu Deb and others ;
- By the West : Land of Vendors ;

Within the aforesaid boundary 42-decimal of land is hereby sold by the Vendors 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.

Hari Prasad

For self and as
constituted Attorney
1. Sri Jang Bahadri
2. Sri. Hem Kumar

IN WITNESS WHEREOF the Vendor/s hereof in good health and
conscious mind has/have put his/her/their signature on this Deed of sale on
the day, month and year hereinbefore mentioned.

WITNESSES :

1 *Nirmal Roy*

S/o Late Sri Deben Roy,
Of Rupsingh Jote, Gossainpur,
P.S. Naxalbari,
Dist. Darjeeling.

2 *Krishna Oraon*

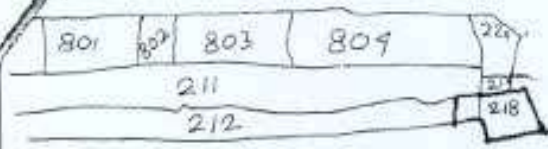
S/o Sri Marawari Oraon,
Of Rupsingh Jote, Gossainpur,
P.S. Bagdogra,
Dist Darjeeling.

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

H. Prasad
Advocate / Siliguri.
Enrolment No. *WS-1034/02*

MAP OF MOUZA RUPSINGH, J.L. NO. 95, P.S.- NAXALBARI, TOLU NO. 91,
 PATHARGHATA, DISTRICT- DARJEELING.

SCALE : 1" = 1 MILE



SCALE 1 INCHES = 60 FEET

NAME OF VENDOR

SRI HARI PRASAD CHHETRI SON OF SRI JANG BAHADUR CHHETRI SELF AND AS CONSTITUENT ATTORNEY OF 1. JANG BAHADUR CHHETRI SON OF LATE DHANRAJ CHHETRI 2. SMT. PREM KUMARI CHHETRI DAUGHTER OF SRI JANG BAHADUR CHHETRI OF RAIL WAY GATE, SILIGURI JUNCTION. P.O. AND P.S.- PRADHAN NAGAR, DIST.- DARJEELING.

SITE PLAN OF PROPOSED LAND AS PER POSSESSION

PLOT NO.	KHATIAN NO.
R.S.- 138, L.R.-212-28 DC	739-9 DC-212
R.S.- 153, L.R.-218-4 DC	739-5 DC-218
R.S.- 154, L.R.-218-10 DC	740-9 DC-212
	740-5 DC-218
	741-10 DC-212
	741-4 DC-218

AREA

42.0 CIMAL OR 0.42 CRE

LAND BOUND AND BUTTED

BY NORTH : LAND OF MANABENDRA GHOSH AND OTHERS. BY SOUTH : LAND OF MANI SUBBA AND OTHERS. BY EAST : LAND OF BABLU DEB AND OTHERS. BY WEST : LAND OF VENDORS.

NAME OF PURCHASER

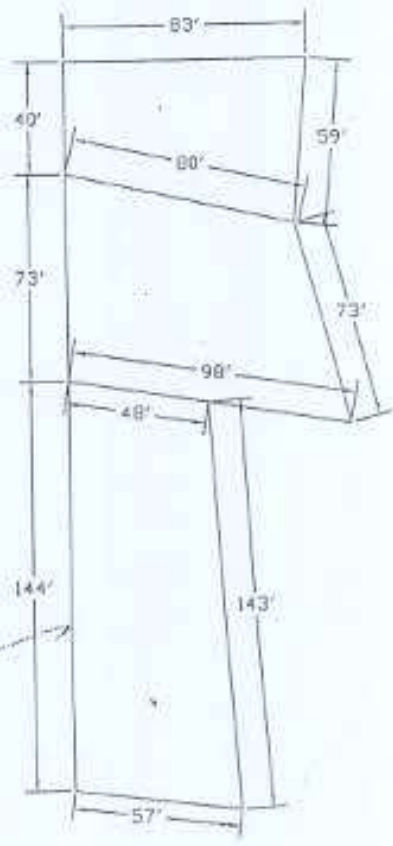
HILLCART REALTORS PRIVATE LIMITED, OF 27-A, RAIPUR, MANDALPARA ROAD, P.O. GANGULI BAGAN, P.S. - JADAVPUR, KOLKATA-47.

DRAWN BY :

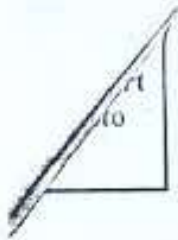
Wingina Datta
 RUPSING JOTE BAGDGRA
 DARJEELING PIN-734014
 REGG. NO.-1576707006

Hari Prasad Chhetri
 SIGNATURE OF SELLER.

1. Sri Jang Bahadur Chhetri
2. Smt. Prem Kumari Chhetri



Finger Prints of _____



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

Signature _____

Finger Prints of _____



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

Hari Prasad Kishore

Signature
 For self and as
 constituted Attorney for
 1. Sri Jang Bahadur Chhetri
 2. Smt. Jyoti Kumari Chhetri

Finger Prints of _____




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

HILLCART REALTORS PRIVATE LIMITED

Bijay Hill
 Executive Officer

Signature _____


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

Endorsement For Deed Number : I - 06493 of 2010
(Serial No. 05720 of 2010)

On 23/08/2010

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

Presented for registration at 20.59 hrs on :23/08/2010, at the Private residence by Hari Prasad Chhetri , one of the Executants.

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

Execution is admitted on 23/08/2010 by

1. Hari Prasad Chhetri, son of Sri Jang Bahadur Chhetri , Railway Gate, Siliguri Junction, Thana:-Pradhan Nagar, District:-Darjeeling, WEST BENGAL, India, P.O. :-Pradhan Nagar , By Caste: Hindu, By Profession : Business

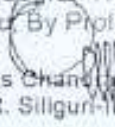
Identified By Nirmal Roy, son of Late Deben Roy, Bagdogra, Thana:-Bagdogra, District:-Darjeeling, WEST BENGAL, India, P.O. :-Bagdogra , By Caste: Hindu, By Profession: Business.

Executed by Attorney

Execution by

1. Hari Prasad Chhetri, son of Sri Jang Bahadur Chhetri , Railway Gate, Siliguri Junction, Thana:-Pradhan Nagar, District:-Darjeeling, WEST BENGAL, India, P.O. :-Pradhan Nagar By Caste Hindu By Profession: Business, as the constituted attorney of 1. Jang Bahadur Chhetri 2. Prem Kumari Chhetri is admitted by him.

Identified By Nirmal Roy, son of Late Deben Roy, Bagdogra, 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) = 20779/- 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.-1890000/-


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

24/08/2010 15:53:00

EndorsementPage 1 of 2



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

Endorsement For Deed Number : I - 06493 of 2010
(Serial No. 05720 of 2010)

Certified that the required stamp duty of this document is Rs.- 94500 /- and the Stamp duty paid is:
Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 89510/- is paid, by the draft number 094908, Draft Date 23/08/2010, Bank Name:
State Bank of India, NORTH BENGAL UNIV CMPUS, received on 24/08/2010.

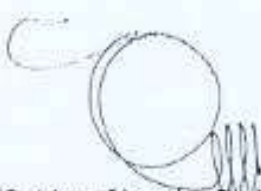
(Subhas Chandra Sarkar)
A.D.S.R. Siliguri-II at Bagdogra

(Subhas Chandra Sarkar)
A.D.S.R. Siliguri-II at Bagdogra
EndorsementPage 2 of 2

Registration under section 60 and Rule 69.

Recorded in Book - I
Volume number 26
Page from 4176 to 4189
Drawing No 06493 for the year 2010.




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