

SL - 4213/2010

I 8186 M - 01.11.2010



पश्चिमबङ्ग प्रश्चिम बंगाल WEST BENGAL

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110-9/19/2010

DECLINED THAT THE DOCUMENT ADMITTED TO REGISTRATION, THE NATURE SHEET AND THE ENDORSEMENT SHEETS ATTACHED TO THIS DOCUMENT ARE THE SAME AS THIS DOCUMENT

LOL DIST SUB-REGISTRAR
SHIKHRI HAT RAJSHAHI
01/11/10

Page No. 1

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DEED OF SALE (CONVEYANCE)

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DEED OF SALE (CONVEYANCE)

Land measuring	: 42-Decimal
Mouza	: Rupsingh,
J.L. No.	: 95,
Police Station	: Naxalbari,
District	: Darjeeling,
Consideration	: Rs. 19,08,900/-

THIS INDENTURE IS MADE ON THIS THE 29th DAY OF
OCTOBER 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.

A N D

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স্বাক্ষরিত
কর্তৃক
স্বাক্ষরিত

SRI MALAY KUMAR DEB, son of Late Upendra Narayan Deb, Hindu by religion, Nationality Indian, Business by occupation, resident of Gossainpur, P.O. and P.S. Bagdogra, District Darjeeling, in the State of West Bengal-hereinafter called the **VENDOR / SECOND PARTY** (which expression shall mean and include unless excluded by or repugnant to the context his heirs or heiresses, executors, successors, legal representative, administrators and assigns) of the **OTHER PART**.

The Vendor hereof is represented by and through his constituted attorney **SRI PRADIP DEB**, son of Late Upendra Narayan Deb, Hindu by religion, Nationality Indian, Business by occupation, resident of Gossainpur, P.O. Bagdogra, P.S. Naxalbari, District Darjeeling, in the State of West Bengal (Vide a General Power of Attorney recorded in Book No. IV, Being No. 84 dated 07.12.2007, registered in the office of the Additional District Sub-Registrar Siliguri - II, at Bagdogra, Dist. Darjeeling, in the State of West Bengal.

WHEREAS the Vendor hereof namely Sri Malay Kumar Deb is the absolute owner in possession by purchase of all that piece and parcel of land measuring 66 decimal, recorded in Khatian Nos. 3/1 & 11/1, included in R.S. Plot No. 132, corresponding to its L.R. Plot Nos. 208/804, 208/801, 208/803, 208, situated within Mouza - RUPSINGH, J.L. No. 95, Police Station Naxalbari, District Darjeeling, by virtue of a registered Deed of Sale executed and presented by Sri Ashim Sarkar (son of Sri Anil-Krishna Sarkar) and Sri Anil Krishna Sarkar (son of Late Srikanta Sarkar) of Subhashpally, Siliguri, P.S. Siliguri, Dist. Darjeeling on 14.09.2001 in the office of the Addl. District Sub Registrar, Siliguri-II and the same was finally registered on 29.07.2009 after depositing the deficit stamp duty and recorded in Book No. I, being document No. 1578 for the year 2009 and as such from the date of such purchase the said Sri Malay Kumar Deb (Vendor hereof) is the absolute and exclusive owner of land measuring 66 decimal and got permanent heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

Pradip Deb

Handwritten notes in the top right corner: "20/11/2019" and "Bharatpur 2019".

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 has also offered for sale a portion of land measuring 42-Decimal 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

WHEREAS the Purchaser hereof relying on the aforesaid statement of the Vendor, 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. 19,08,900/- (Rupees Nineteen lacs eight thousand nine hundred) 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. 19,08,900/- (Rupees Nineteen lacs eight thousand nine hundred) 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. 19,08,900/- (Rupees Nineteen lacs eight thousand nine hundred) only, paid by the Purchaser to the Vendor hereof by cash and cheque (the receipt

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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, 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 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

Vendor

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পক্ষে যামমোহিত
স্বাক্ষরিত

enjoyment and possession of the said land hereby sold by the Vendor by these presents.

SCHEDULE -A

ALL THAT PIECE OR PARCEL of vacant land measuring 42-decimal, recorded in

L.R. Khatian No.	R.S. Plot No.	L.R. Plot No.	Area
11/1	132	208/804	42 Decimals

of land is hereby sold by the Vendor to the purchaser hereof, 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 Santu Ghosh and others;
By the South : Land of Hillcart Realtors Pvt. Ltd.;
By the East : Land of Dali Rani Deb;
By the West : Land of Papia Deb;

Within the aforesaid boundary 42-decimal of land is hereby sold by the Vendor to the Purchaser hereof by these presents and shown by black 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. 14169 dated 27.10.2010 of Rs. 19,08,900/-.



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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. *Nirmal Roy*

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

2. *Birendra Roy*

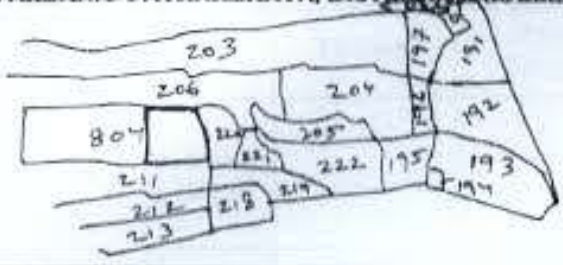
S/o Sri Aswani Roy,
Of Rupsingh Jote, Gossainpur,
P.S. Bagdogra,
Dist. Darjeeling.

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

Himant Mohanta
Advocate / Siliguri.
Enrolment No. WB-1034/2002.

PART TRACE MAP OF MOUZA RUPSINGH, J.L. NO.95, P.S.- NAXALBARI, TOUJI NO. 91, PARGANA- PATHARGHATA, DISTRICT- DARJEELING.

SCALE: 1" = 1 MILE



SCALE 1 INCHES = 65 FEET

NAME OF VENDOR

SRI PRADIP DEB S/O LATE UPENDRA NARAYAN DEB - AS A CONSTITUENT ATTORNEY OF SRI MALAY KUMAR DEB SON OF LATE UPENDRA NARAYAN DEB OF RUPSINGH JOTE, GOSSAINPUR, P.O. BAGDOGRA, P.S. NAXALBARI, DIST. - DARJEELING..

SITE PLAN OF PROPOSED LAND AS PER POSSESSION

PLOT NO.	KHATIAN NO.
R.S.-132, L.R.-208/804	11/1

AREA

42.0 DECIMAL OR 0.42 ACRE

LAND BOUND AND BUTTED

BY NORTH : LAND OF SANTU GHOSH AND OTHERS,
 BY SOUTH : LAND OF HILL CART REALTORS PVT. LTD.,
 BY EAST : LAND OF DALL RANI DEB, BY WEST :
 LAND OF PAPIA DEB.

NAME OF PURCHASER

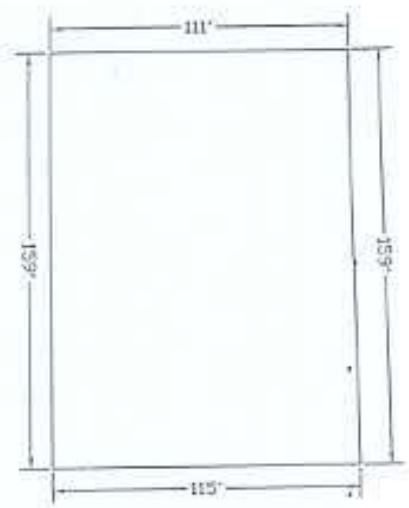
HILLCART REALTORS PRIVATE LIMITED, OF 27-A, RAIPUR, MANDALPARA ROAD, P.O. GANGULI BAGAN, P.S. - JADAVPUR, KOLKATA-47.

REASON BY:

Krishna Ojha
 RUPSINGH JOTE BAGDOGRA
 DARJEELING PIN-734014
 REGD. NO.- 1976707008

শ্রী প্রদীপ দেব
 পক্ষে যামিনীদার
[Signature]

SIGNATURE OF SELLER















Finger Prints of _____

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

Signature

Finger Prints of _____

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


Signature

Finger Prints of _____

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


Executive Officer

HILLCART REALTORS PRIVATE LIMITED


Signature

Executive Officer



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

Endorsement For Deed Number : I - 08186 of 2010
(Serial No. 07213 of 2010)

On 29/10/2010

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

Presented for registration at 18.00 hrs on :29/10/2010, at the Private residence by Pradip Deb , Executant.

Executed by Attorney

Execution by

1. Pradip Deb, son of Late Upendra Narayan Deb , Gossainpur, Thana:-Bagdogra, District:-Darjeeling, WEST BENGAL, India, P.O. :-Bagdogra By Caste Hindu By Profession: Business, as the constituted attorney of Malay Kumar Deb is admitted by him.

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

(Partha Sarathi Chakrabarty)
A.D.S.R. Siliguri-II at Bagdogra

On 01/11/2010

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 : 23,5 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) = 20988/- , E = 7/- on 01/11/2010

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.-1908900/-

Certified that the required stamp duty of this document is Rs.- 95455 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 90460/- is paid, by the draft number 095909, Draft Date 28/10/2010, Bank Name State Bank of India, NORTH BENGAL UNIV CMPUS, received on 01/11/2010

(Partha Sarathi Chakrabarty)
A.D.S.R. Siliguri-II at Bagdogra

(Partha Sarathi Chakrabarty)
A.D.S.R. Siliguri-II at Bagdogra

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 31
Page from 1094 to 1105
being No 08186 for the year 2010.



(Partha Sarathi Chakrabarty) 01-November-2010
A.D.S.R. Siliguri-II at Bagdogra
Office of the ADSR Siliguri-II at Bagdogra
West Bengal