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G. 6419 dt. 24.8.2010



भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL
20/6
1/20/18 682/10
18/20/10

[Handwritten signature]

Page No. 1

Sudhis Sanyal

DEED OF SALE (CONVEYANCE)

2

WITNESSED THAT THE DOCUMENT
ADMITTED TO REGISTRATION, THE
NATURE SHEET AND THE ENDORSEMENT
SHEETS ATTACHED TO THIS DOCUMENT
ARE THE TRUE & CORRECT COPY OF THE DOCUMENT

JDL DIST REGISTRA
CH 14/11/10
29/6/10

HILL CAR

16429

Page No. 2

Smita Sarkar

DEED OF SALE (CONVEYANCE)

Land measuring	: 33-Decimal
Mouza	: Rupsingh,
J.L. No.	: 95,
Police Station	: Naxalbari,
District	: Darjeeling.
Consideration	: Rs. 14,85,000/-

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.

A N D

SRI SUSHIL SARKAR, son of Late Purna Chandra Sarkar, Hindu by religion, Nationality Indian, Business by occupation, resident of Bagdogra, P.O. & P.S. Bagdogra, District Darjeeling, in the State of West Bengal – hereinafter called the “SELLER/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 Sushil Sarkar is the absolute owner by way of purchase of all that piece or parcel of land measuring 0.66 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 Jyotsna Rani Sarkar, son of Late Gossain Sarkar of Gossainpur, P.S. Naxalbari, Dist. Darjeeling on 29.10.2007 in the office of the Addl. Dist. Sub-Registrar, Siliguri-II, at Bagdogra, District Darjeeling and finally registered on 17.10.2008 after deposit the deficit stamp duty and recorded in Book No. I, being document No. 1650 for the year 1995 and as such from the date of such purchase, the said Sri Sushil Sarkar is the absolute and exclusive owner of land measuring 0.66 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 33-Decimal out of above total land measuring 0.66 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

Sudhakar

WHEREAS the Purchaser hereof relying on the aforesaid statement of the Vendor, has agreed to purchase the said land measuring 33-Decimal clearly delineated in the attached sketch map fully described in the schedule appended below and offered a price of the sum of Rs. 14,85,000/- (Rupees fourteen lakh eighty 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. 14,85,000/- (Rupees fourteen lakh eighty 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. 14,85,000/- (Rupees fourteen lakh eighty 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, 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.

Sudhit Soni Kay

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.

Sushil Sarkar

SCHEDULE

ALL THAT PIECE OR PARCEL of vacant land measuring 33-decimal, recorded in Khatian No. 268, R.S. Plot No. 122, corresponding to its L.R. Plot No. 200 (P) area measuring 33-Decimal, 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:-

- By the North : Land of Smt. Pramila Roy and others;
- By the South : Land of Bansidhar Agarwal and others;
- By the East : Land of Vendor;
- By the West : Land of Hari Sarkar;

Within the aforesaid boundary 33-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. 11101 dated 12.08.2010 of Rs. 14,85,000/-.

Sukh Sarkey

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. *Ninmal Roy*

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

2. *Krishna Bora*

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

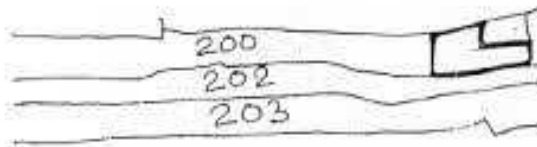
Drafted, read over and
explained by ~~me~~ and
computerized in my chamber:

Himadri Mohanta
Advocate / Siliguri.

Enrolment No. WB-1034/2002.

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

SCALE: 1/4" = 1 MILE



SCALE 1 INCHES = 60 FEET

NAME OF VENDOR

SRI SUSHIL SARKAR SON OF LATE PURNA CHANDRA
 SARKAR OF BAGDOGRA, P.O. AND P.S. BAGDOGRA,
 DIST.- DARJEELING.

**SITE PLAN OF PROPOSED LAND AS PER
 POSSESSION**

PLOT NO.

KHATTAN NO.

R.S.- 122, L.R. -200

268

AREA

33.0 CIMAL OR 0.33 CRE

LAND BOUND AND BUTTED

BY NORTH : LAND OF SMT. PRAMILA ROY AND OTHERS
 BY SOUTH : LAND OF BANGSHIDHAR ASARWAL BY
 EAST : LAND OF RABI GHOSH AND OTHERS. BY WEST
 : LAND OF VENDOR.

NAME OF PURCHASER -

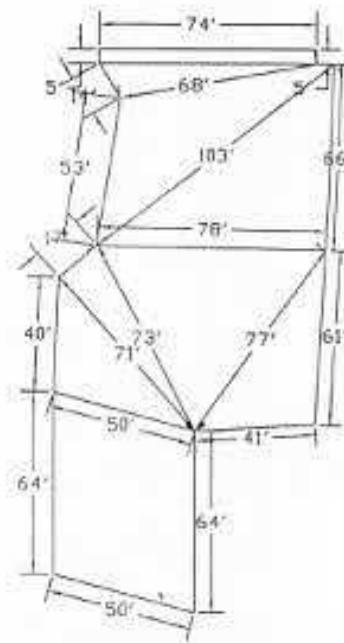
HILLCART REALTORS PRIVATE
 LIMITED, OF 27-A, RAIPUR,
 MANDALPARA ROAD, P.O. GANGULI
 BAGAN, P.S. - JADAVPUR, KOLKATA-
 47.

DRAWN BY:

Krishna Oraon

RUPSING JOTE BAGDOGRA
 DARJEELING PIN-734014
 REGD. NO.- 1878/07006

Sushil Sarkar
 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					

Wahid Sarwar

Wahid Sarwar
Signature

Finger Prints of _____

Passport Photo



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

Basim A.A.

HILLCART REALTORS PRIVATE LIMITED

Basim A.A.
Signature
Executive Officer



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

Endorsement For Deed Number : I - 06479 of 2010
(Serial No. 05717 of 2010)

On 23/08/2010

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

Presented for registration at 18.20 hrs on 23/08/2010, at the Private residence by Sushil Sarkar, Executant.

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

Execution is admitted on 23/08/2010 by

1. Sushil Sarkar, son of Late Purna Chandra Sarkar , Bagdogra, Thana:-Bagdogra, District:-Darjeeling, WEST BENGAL, India, P.O. :-Bagdogra , By Caste Hindu, By Profession : Business

Identified By Nirmal Roy, son of Late Deben Roy, Rupsingh Jote, 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) = 16324/- 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. -1485000/-

Certified that the required stamp duty of this document is Rs. - 74250 /- and the Stamp duty paid as Impressive Rs. - 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 69260/- is paid, by the draft number 094903, 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

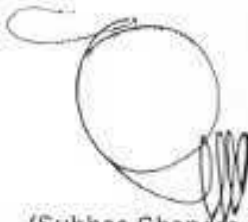
(Subhas Chandra Sarkar)
A.D.S.R. Siliguri-II at Bagdogra

4/08/2010 15:56:00

EndorsementPage 1 of 1

Registration under section 60 and Rule 69.

Registered in Book - I
Volume number 26
Page No. 3962 to 3973
Drawing No 06479 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