

6358/2010

7186 अ. 17-9-10



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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~~Sabman Ghosh~~

Page No. 1

**DEED OF SALE (CONVEYANCE)**

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

S.D. DIST. SUB-REGISTRAR  
 SI PURI II AT RAJNIGRAH

19/9/10

[Handwritten signature/initials]

Sabnam Ghosh

DEED OF SALE (CONVEYANCE)

Land measuring	: 50-Decimal
Mouza	: Rupsingh,
J.L. No.	: 95,
Police Station	: Naxalbari,
District	: Darjeeling.
Consideration	: Rs. 22,50,000/-

THIS INDENTURE IS MADE ON THIS THE 16 DAY OF September 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

Barun Ghosh

Sabnam Ghosh

**SMT. SABNAM GHOSH**, wife of Sri Ashish Ghosh, Hindu by religion, Nationality by Indian, resident of Saradapally, P.O. Rabinra Sarani, P.S. Bhaktinagar, District Jalpaiguri, 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 her heirs, successors, legal representatives, executors, administrators and assigns) of the **OTHER PART**.

WHEREAS the Vendor hereof Smt. Sabnam Ghosh is the absolute owner by way of gift of all that piece or parcel of land measuring 50-decimals, situated within the Mouza – Rupsing, J.L. No. 95, Pargana – Patharghata, P.S. Naxalbari, Dist. Darjeeling, by virtue of a registered Deed of Gift, executed and presented by Sri Ashis Ghosh, son of Sri Sunil Ghosh, of Saradapally, P.O. Rabindra Sarani, P.S. Bhaktinagar, Dist. Jalpaiguri on 31.08.2006, registered in the office of the Addl. District Sub-Registrar, Siliguri-II, at Bagdogra, District Darjeeling and finally registered on 29.05.2007 after depositing the deficit stamp duty recorded in Book No. I, being document No. 1164 for the year 2007 and thereafter said Smt. Sabnam Ghosh, mutated her name in the office of the B.L. & L.R.O. Naxalbari at Naxalbari, Dist. Darjeeling with respect to her aforesaid land measuring 0.50 acre and then a separate Khatian was finally published in the name of said Smt. Sabnam Ghosh, being L.R. Khatian No. 824 and from the date of such gift the vendor hereof has been possessing and enjoying her said land her actual khas and physical possession having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever without any interference or interruption from anybody.

A N D

WHEREAS now the Vendor hereof being in need of money for her own development plans and schemes has decided to sell and have also offered for sale the said land measuring 50-Decimal, clearly delineated in the attached sketch map, which is fully described in the schedule appended below,

Sabnam Ghosh

Sabnam Ghosh

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 50-Decimal clearly delineated in the attached sketch map fully described in the schedule appended below and offered a price of the sum of Rs. 22,50,000/- (Rupees Twenty two lakh fifty 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 her said below scheduled land to the Purchaser hereof at or for the price of the sum of Rs. 22,50,000/- (Rupees Twenty two lakh fifty 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. 22,50,000/- (Rupees Twenty two lakh fifty thousand) only, paid by the Purchaser to the Vendor hereof by cheque and cash (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

End.

Subram Ghosh

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.

Subram

Sabnam Ghosh

SCHEDULE

ALL THAT PIECE OR PARCEL of vacant land measuring 50-decimal, recorded in

L.R. Khatian No.	R.S. Plot No.	L.R. Plot No.	Area
824	129	206	50 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 Ajoy Ghosh;
- By the South : Land of Pramila Roy;
- By the East : Land of HillCart Realtors Pvt. Ltd.;
- By the West : Land of Santu Ghosh;

Within the aforesaid boundary 50-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.

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. 12464 dated 10.09.2010 of Rs. 22,50,000/-.

*(Signature)*

*Subman Ghosh*

IN WITNESS WHEREOF the Vendor hereof in good health and conscious mind has put her 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. *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.

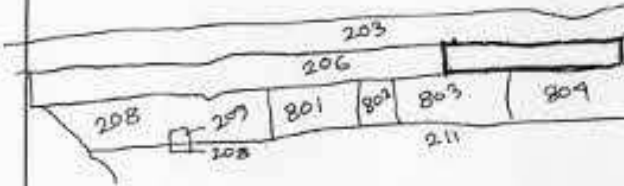
*Himansu Mohanta*

Advocate / Siliguri.

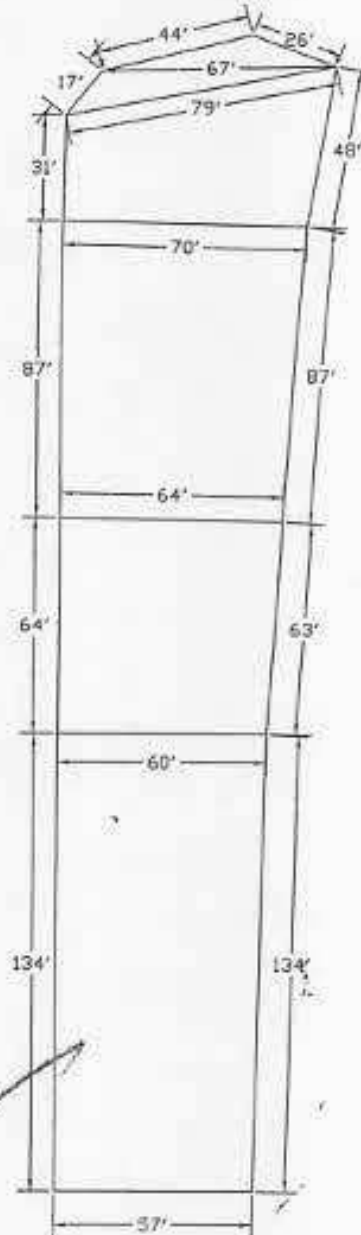
Enrolment No. WB-1034/2002.

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

SCALE: 16" = 1 MILE



SCALE 1 INCHES = 60 FEET



**NAME OF VENDOR**

SMT. SABNAM GHOSH WIFE OF SRI ASHISH GHOSH OF SARADAALLY, P.O. RABINDRA SARANI, P.S. BHAKTINAGAR, DIST. - JALPAIGURI.

SITE PLAN OF PROPOSED LAND AS PER POSSESSION

PLOT NO.

KHATIAN NO.

R.S.- 129 (P), L.R.- 206 (P).

824

**AREA**

**50.0 DECIMAL OR 0.50 ACRE**

**LAND BOUND AND BUTTED**

BY NORTH : LAND OF AJAY GHOSH, BY SOUTH : LAND OF PRAMILA BOY, BY EAST : LAND OF HILLCART REALTORS PVT. LTD., BY WEST : LAND OF SANTU GHOSH.

**NAME OF PURCHASER**

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

DRAWN BY:

*Christine Crain*

MEMBER OF THE INSTITUTION OF SURVEYORS

NO. 10, RAIPUR, KOLKATA- 700 016












*Sabnam Ghosh*

SIGNATURE OF SELLER





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

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

HILLCART REALTORS PRIVATE LIMITED

Signature












*Gaurav A. K.*  
Executive Officer

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					

*Sabnam Ghosh*  
Signature



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

Endorsement For Deed Number : I - 07186 of 2010  
(Serial No. 06358 of 2010)

On 16/09/2010

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

Presented for registration at 12.25 hrs on :16/09/2010, at the Private residence by Sabnam Ghosh ,  
Executant.

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

Execution is admitted on 16/09/2010 by

1. Sabnam Ghosh, wife of Sri Ashish Ghosh , Sarada Pally, Thana:-Bhaktinagar, District:-Jalpaiguri,  
WEST BENGAL, India, P.O. :-Rabindra Sarani , By Caste Hindu, By Profession : House wife

Identified By Nirmal Roy, son of Late Deben Roy, Rupsingh Jote, Gossainpur, Thana:-Naxalbari,  
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 17/09/2010

**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) = 24739/- on 17/09/2010

**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.-2250000/-

Certified that the required stamp duty of this document is Rs.- 112500 /- and the Stamp duty paid as:  
Impresive Rs.- 5000/-

**Deficit stamp duty**

Deficit stamp duty Rs. 107500/- is paid, by the draft number 095309, Draft Date 16/09/2010, Bank  
Name State Bank of India, NORTH BENGAL UNIV CMPUS, received on 17/09/2010


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

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 28  
Page from 3189 to 3200  
being No 07186 for the year 2010.



  
(Subhas Chandra Sarkar) 17-September-2010  
A.D.S.R. Siliguri-II at Bagdogra  
Office of the ADSR Siliguri-II at Bagdogra  
West Bengal