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पश्चिम बंगाल WEST BENGAL

986285

10-916/2010

certified that the DOCUMENT  
 ADMITTED TO REGISTRATION THE  
 NATURE SHEET AND THE ENDORSEMENT  
 SHEETS ATTACHED TO THIS DOCUMENT  
 ARE THE PROPERTY OF THE REGISTRAR  
 J.D.L. DIST. SUB-REGISTRAR  
 01/11/10

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Page No. 1

DEED OF SALE (CONVEYANCE)

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**DEED OF SALE (CONVEYANCE)**

Land measuring	: 40-Decimal
Mouza	: Rupsingh,
J.L. No.	: 95,
Police Station	: Naxalbari,
District	: Darjeeling.
Consideration	: Rs. 18,18,000/-

THIS INDENTURE IS MADE ON THIS THE 29<sup>th</sup> 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. Jadaypur, 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.

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Handwritten signature and text in Bengali script, including the name "SRI PRADIP DEB" and other illegible characters.

**SMT. DALI RANI DEB**, wife of Sri Biplab Kumar 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 her 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. 4 dated 11.02.2002, 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 Smt. Dali Rani Deb is the absolute owner in possession by purchase of all that piece and parcel of land measuring 66 decimal, recorded in Khatian Nos. 11/1 & 10/1, included in R.S. Plot No. 132, corresponding to its L.R. Plot Nos. 208/804 and included in R.S. Plot No. 156, corresponding to its L.R. Plot Nos. 220 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 and Sri Apurba Sarkar, both are sons of Sri Anil Krishna 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 31.07.2009 after depositing the deficit stamp duty and recorded in Book No. I, being document No. 1620 for the year 2009 and as such from the date of such purchase the said Smt. Dali Rani 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.

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WHEREAS now the Vendor hereof being in need of money for her own development plans and schemes has decided to sell and has also offered for sale a portion of land measuring 40-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.

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WHEREAS the Purchaser hereof relying on the aforesaid statement of the Vendor, has agreed to purchase the said land measuring 40-Decimal clearly delineated in the attached sketch map fully described in the schedule appended below and offered a price of the sum of Rs. 18,18,000/- (Rupees eighteen lacs eighteen 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. 18,18,000/- (Rupees eighteen lacs eighteen 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. 18,18,000/- (Rupees eighteen lacs eighteen thousand) only, paid by the Purchaser to the Vendor hereof by cash and cheque (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

Handwritten signature of the Vendor.

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



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 পক্ষে সাক্ষরিত  
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**SCHEDULE -A**

**ALL THAT PIECE OR PARCEL** of vacant land measuring 40-decimal, recorded in

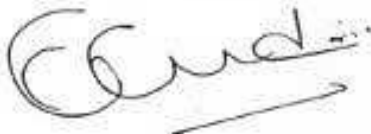
L.R. Khatian No.	R.S. Plot No.	L.R. Plot No.	Area
11/1	132	208/804	40 Decimals

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 Biplab Deb and others;  
 By the West : Land of Vendors;

Within the aforesaid boundary 40-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. 1416 dated 27.10.2010 of Rs. 18,18,000/-.



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

WITNESSES :

1. *Ninmad Roy*

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

2. *Birendra Roy*

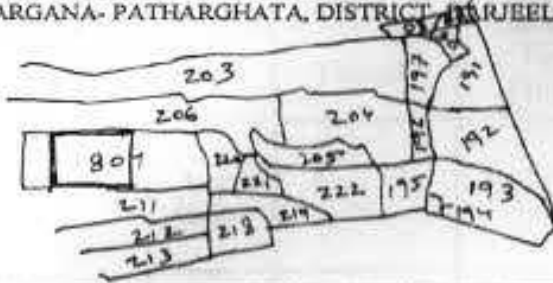
S/o Sri Aswani Roy,  
Of Rupsingh Jote, Gossainpur,  
P.S. Bagdogra,  
Dist. Darjeeling.

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

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

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

SCALE 1:10" = 1 MILE



SCALE 1 INCHES = 65 FEET

**NAME OF VENDOR**

**SRI PRADIP DEB S/O LATE UPENDRA NARAYAN DEB - AS A CONSTITUENT ATTORNEY OF SMT. DALI RANI DEB WIFE OF SRI BIPLAB KUMAR 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**

**40.0 DECIMAL OR 0.40 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 VENDOR AND OTHERS., BY WEST :  
 LAND OF MALAY KUMAR DEB.

**NAME OF PURCHASER**

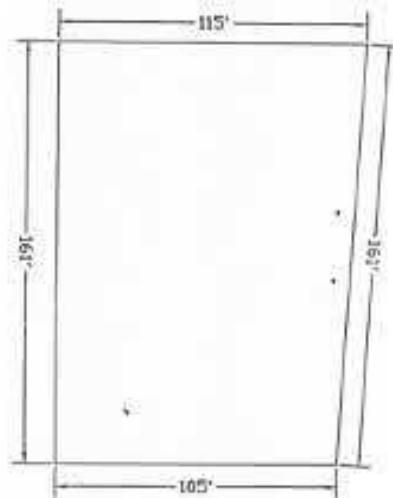
**HILLCART REALTORS PRIVATE LIMITED, OF 27-A, RAIPUR, MANDALPARA ROAD, P.O. GANGULI BAGAN, P.S. - JADAVPUR, KOLKATA-47.**

DRAWN BY :

*Krishna Dasgupta*  
 RUPSINGH JOTE BAGDOGRA  
 DARJEELING PIN-734014  
 TEL. NO. - 1975707006

*পঙ্কজ আমনোজার*  
 পক্ষে স্বাক্ষর

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 - 08189 of 2010  
(Serial No. 07218 of 2010)

On 29/10/2010

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

Presented for registration at 19.00 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:-Naxalbari, District:-Darjeeling, WEST BENGAL, India, P.O. :-Bagdogra By Caste Hindu By Profession: Business,as the constituted attorney of Dali Rani 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) = 19987/- ,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.-1818000/-

Certified that the required stamp duty of this document is Rs.- 90910 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

**Deficit stamp duty**

Deficit stamp duty Rs. 85910/- is paid, by the draft number 095919, 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 1130 to 1141  
being No 08189 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