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शिक्त्रमवका पश्चिम बंगाल WEST BENGAL

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Page No. 1

DEED OF SALE (CONVEYANCE)

Page No. 2

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# DEED OF SALE (CONVEYANCE)

Land measuring : 8-Decimal

Mouza ; Rupsingh,

J.L. No. : 95,

Police Station : Naxalbari,

District : Darjeeling.

Consideration: Rs. 3,60,000/-

AMIN WORL

THIS INDENTURE IS MADE ON THIS THE 23.4 DAY OF

# 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 Dhirendra 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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# AND

SMT. MINA GHOSH, wife of Late Manoranjan Ghosh, Hindu by religion, Nationality Indian, House wife by occupation, resident of Rupsingh jote, P.O. Bagdogra, P.S. Naxalbari, 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 her heirs, successors, legal representatives, executors, administrators and assigns) of the OTHER PART.

WHEREAS the Vendor hereof Smt. Mina Ghosh is the absolute recorded owner as per R.O.R. of all that piece or parcel of land measuring 1.21 Acres, recorded in Khatian No. 804/1, L.R. Plot No. 60, area 0.05 acre, L.R. Plot No. 131, area 0.06 acre, L.R. Plot No. 134, area 0.03 acre, L.R. Plot No. 172, area 0.37 acre, L.R. Plot No. 195, area 0.08 acre, L.R. Plot No. 233, area 0.37 acre and L.R. Plot No. 238, area 0.25 acre, situated within the Mouza – Rupsing, J.L. No. 95, Pargana – Patharghata, P.S. Naxalbari, Dist. Darjeeling, and now she has been possessing and enjoying the said land in her actual khas and physical possession having permanent heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

## AND

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 08-Decimal in one plot, being L.R. Plot No. 195, 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.

AND



WHEREAS the Purchaser hereof relying on the aforesaid statement of the Vendor, has agreed to purchase the said land measuring 8-Decimal clearly delineated in the attached sketch map fully described in the schedule appended below and offered a price of the sum of Rs. 3,60,000/- (Rupees Three lakh sixty thousand) only, free from all encumbrances and charges whatsoever.

## AND

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. 3,60,000/- (Rupees Three lakh sixty 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. 3,60,000/- (Rupees Three lakh sixty 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 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.

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(2) on LSM 2

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 Vendor 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 Vendor 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.

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# SCHEDULE

ALL THAT PIECE OR PARCEL of vacant land measuring 8-decimal, recorded in Khatian No. 804/1, R.S. Plot No. 169, corresponding to its L.R. Plot No. 195 (P) area measuring 08-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 Sadhan Ghosh and others;

By the South: Land of Subodh Ghosh and others;

By the East : Land of Mani Subba and others ;

By the West: Land of Dhirendra Nath Ghosh and others;

Within the aforesaid boundary 08-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. 11087 dated 12.08.2010 of Rs. 4,28,840/-.



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. Ninnal Roll

S/o Late Deben Roy,

Of Rupsingh Jote, Gossainpur,

P.S. Naxalbari,

Dist, Darjeeling.

Occupation: Business.

2. Menisha Oraan

S/o Sri Marawari Oraon,

Of Rupsingh Jote, Gossainpur,

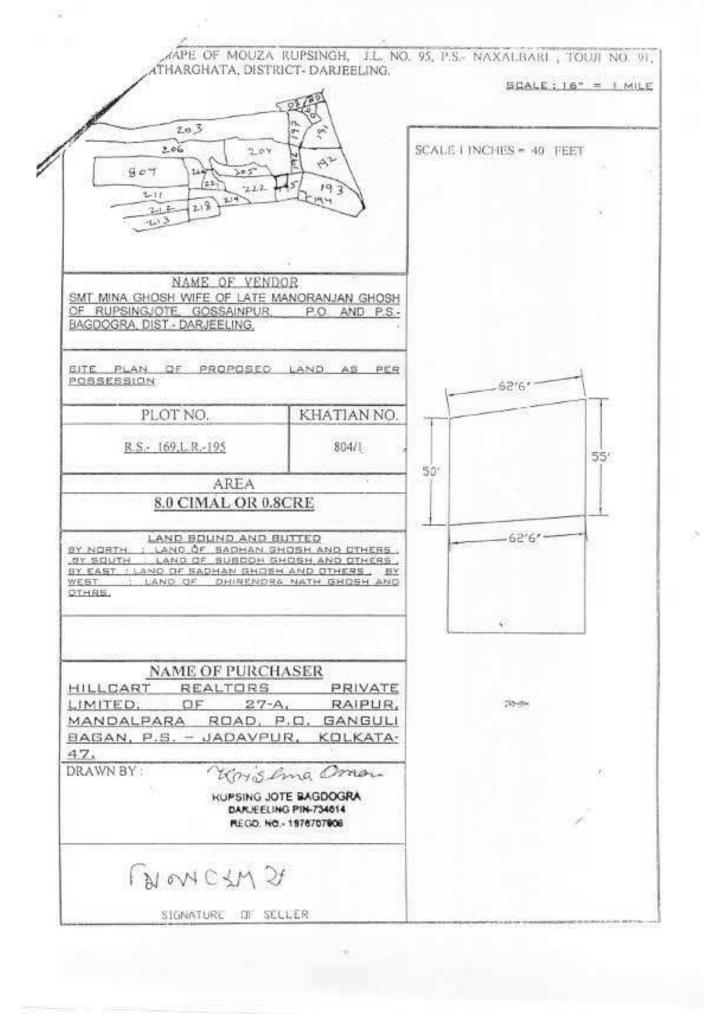
P.S. Bagdogra,

Dist. Darjeeling.

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

Advocate / Siliguri.

Enrolment No. WB-1034/2002.



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Left Hand				0.54	55
Right Hand	===				

Signature

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Signature

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HILLCART REALTORS PRIVAY LIMITED

Signature

Desta 44 Percutive Officer

# Government Of West Bengal

Office Of the ADSR Siliquri-II at Bagdogra District:-Darieeling

Endorsement For Deed Number: 1 - 06488 of 2010

(Serial No. 05739 of 2010)

# Ón 23/08/2010

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

Presented for registration at 21.10 hrs on :23/08/2010, at the Private residence by Mina Ghoshi Executant.

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

Execution is admitted on 23/08/2010 by

 Mina Ghosh, wife of Lt. Manoranjan Ghosh. Rupsingh Jote, Thana:-Naxalbari, District:-Darjoeling. WEST BENGAL, India, P.O.:-Bagdogra, By Caste Hindu, By Profession: House wife

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

(Subhas Chandal 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) = 4708/- 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.-428840/-

Certified that the required stamp duty of this document is Rs,- 21442 /- and the Stamp duty paid us. Impresive Rs.- 5000/-

### Deficit stamp duty

Deficit stamp duty Rs. 10/1507- is paid, by the draft number 094916, Draft Date 23/08/2010, Bank (Jame) 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 ChaMira Sark... ; A.D.S.R. Siliguri-II at Bagdogra

EndorsementPage 1 of 1

24/08/2010 15:55:00

yed in Book -1 Jume number 26 ge from 4112 to 4123 seing No 06488 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