

SL-5719/2010

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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

ADMITTED TO REGISTRATION, THE
NATURE SHEET AND THE ENLARGEMENT
SHEETS ATTACHED TO THIS DOCUMENT
ARE THE PROPERTY OF THIS DOCUMENT

LOCAL SURVEILLANCE
STATIONARY UNIT RAJSHAH

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24/8/10

Pimony

DEED OF SALE (CONVEYANCE)

5719

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Binoy Ghosh

DEED OF SALE (CONVEYANCE)

Land measuring	: 28-Decimal
Mouza	: Rupsingh,
J.L. No.	: 95,
Police Station	: Naxalbari,
District	: Darjeeling.
Consideration	: Rs. 12,60,000/-

THIS INDENTURE IS MADE ON THIS THE 23rd DAY OFAugust

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.

Bino Ghosh

A N D

SRI BINOY GHOSH, son of Late Bijay Ghosh, Hindu by religion, Nationality Indian, Business by occupation, resident of Rupsingh Jote, P.O. & P.S. Bagdogra, District Darjeeling, in the State of West Bengal – hereinafter called the “SELLERS/VENDORS” (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 Binoy Ghosh is the absolute owner by way of gift of all that piece or parcel of land measuring 0.93 Acres, 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 Saraswati Ghosh, wife of Late Bijoy Ghosh, of Gossainpur, P.S. Naxalbari, Dist. Darjeeling on 18.05.2006, registered in the office of the Addl. Dist. Sub-Registrar, Siliguri-II, at Bagdogra, District Darjeeling and recorded in Book No. I, being document No. 4519 for the year 2009 and thereafter said Sri Binoy Ghosh, mutated his name in the office of the B.L. & L.R.O. Naxalbari at Naxalbari, Dist. Darjeeling, with respect to his above land measuring 0.93 acre or 93 decimals and then a separate Khatian was finally published in the name of said Sri Binoy Ghosh, being L.R. Khatian No. 754, and as such from the date of such gift, the said Sri Binoy Ghosh is the absolute and exclusive owner of land measuring 0.93 acre respectively and got permanent heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

A N D

Bino Roy

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 28-Decimal out of above total land measuring 0.93 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

WHEREAS the Purchaser hereof relying on the aforesaid statement of the Vendor, has agreed to purchase the said land measuring 28-Decimal clearly delineated in the attached sketch map fully described in the schedule appended below and offered a price of the sum of Rs. 12,60,000/- (Rupees twelve lakh sixty 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 their said below scheduled land to the Purchaser hereof at or for the price of the sum of Rs. 12,60,000/- (Rupees twelve lakh sixty thousand) only, free from all encumbrances and charges whatsoever and the Vendors 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. 12,60,000/- (Rupees twelve lakh sixty thousand) only, paid by the Purchaser to the Vendors hereof (the receipt whereof the Vendor does hereby acknowledge and grant full

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(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.

Handwritten signature/initials

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.

SCHEDULE

ALL THAT PIECE OR PARCEL of vacant land measuring 28-decimal, recorded in Khatian No. 754, R.S. Plot No. 169, corresponding to its L.R. Plot No. 248 (P) area measuring 30-Decimal, and R.S. Plot No. 169, corresponding to its L.R. Plot No. 249 (P) area measuring 01-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 Vendors;
By the South : Nala;
By the East : Land of Biswajit Ghosh and others
By the West : Nala;

Within the aforesaid boundary 28-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. 11092 dated 12.08.2010 of Rs. 12,60,000/-.

Bimoy

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. *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:

Himanshu Nath

Advocate / Siliguri,
Enrolment No. 225103/91

THE MAP OF MOUZA RUPSINGH, J.L. NO. 95, P.S.- NAXALHARI, TOLU NO. 91,
PATHARGHATA, DISTRICT- DARJEELING.

SCALE: 1" = 1 MILE



SCALE 1 INCHES = 65 FEET

NAME OF VENDOR

SRI BINOY GHOSH SON OF LATE BIJOY GHOSH OF
RUPSINGHJOTE P.O. AND P.S.- BAGDOGRA, DIST.
DARJEELING.

SITE PLAN OF PROPOSED LAND AS PER
POSSESSION

PLOT NO.

KHATIAN NO.

R.S.- 169, L.R.-249

754

AREA

28.0 CIMAL OR 0.28CRE

LAND BOUND AND BUTTED

BY NORTH : LAND OF VENDOR, SOUTH : LAND OF
NALA, BY EAST : LAND OF BISWAJIT GHOSH AND
OTHERS, BY WEST : LAND OF NALA.

NAME OF PURCHASER

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

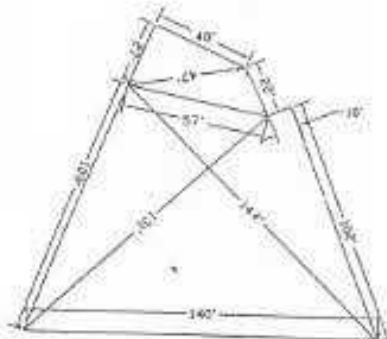
DRAWN BY:

Krishna Orao.

RUPSINGH JOTE BAGDOGRA
DARJEELING PIN-734014
REGD. NO.- 1875787006

Binoy Ghosh

SIGNATURE OF SELLER













Finger Prints of _____

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











Signature _____

Finger Prints of _____

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

Signature _____

Finger Prints of _____

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

Signature _____

HILLCART REALTORS PRIVATE LIMITED

Executive Officer

Endorsement For Deed Number : I - 06489 of 2010
(Serial No. 05719 of 2010)

n 23/08/2010

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

Presented for registration at 21.15 hrs. on 23/08/2010, at the Private residence by Binoy Ghosh
,Executant,

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

Execution is admitted on 23/08/2010 by

1. Binoy Ghosh, son of Late Bijay Ghosh , Rupsinghjote, 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, Rupsinghjote, 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 Revenue Act, 1955; Court fee stamp paid Rs. 10/-

Payment of Fees:

Fee Paid in rupees under article : A(1) = 13849/- 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.-1260000/-

Certified that the required stamp duty of this document is Rs.- 63000 /- and the Stamp duty paid as Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 58000/- is paid, by the draft number 094897, 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

24/08/2010 15:52:00

EndorsementPage 1 of 1



(Subhas Chandra Sarkar) 24-August-2010
A.D.S.R. Siliguri-II at Bagdogra
Office of the ADSR Siliguri-II at Bagdogra
West Bengal