

5692/2010

6495 21-24-5-2010

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

पश्चिम बंगाल WEST BENGAL

NOTIFIED THAT THE DOCUMENT
ADMITTED TO REGISTRATION THE
SIGNATURE SHEET AND THE ENDORSEMENT
SHEETS ATTACHED TO THIS DOCUMENT
ARE TRUE AND CORRECT

4 DL DISTRICT REGISTRA
SHIRDI HAT RAIGAD
24/8/15

Page No. 1

Hari Prasad Khetan

For self and as
constituted Attorney for
1. Sri Jang Bahadur Chhetri
2. Smt. Prem Kumari Chhetri

DEED OF SALE (CONVEYANCE)

Han Prasad Chhetri

For self and as
constituted Attorney for
1. Sri Jang Bahadur Chhetri
2. Smt. Prem Kumari Chhetri

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 23rd DAY OF
Aug 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 in 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.

Hari Prasad Chhetri

For self and as
constituted Attorney for
1. Sri Jang Bahadur Chhetri
2. Smt. Prem Kumari Chhetri

A N D

1. SRI HARI PRASAD CHETTRI, son of Sri Jang Bahadur Chhetri,
2. SRI JANG BAHADUR CHHETRI, son of Late Dhanraj Chhetri,
3. SMT. PREM KUMARI CHHETRI, daughter of Sri Jang Bahadur Chhetri, all are Hindus by religion, Nationality Indian, Business by occupation, resident of Railway Gate, Siliguri Junction, P.O. & P.S. Pradhan Nagar, 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 their heirs, successors, legal representatives, executors, administrators and assigns) of the OTHER PART.

The Vendor No. 2 and 3 hereof are represented by and through their constituted Attorney HARI PRASAD CHETTRI, son of Sri Jang Bahadur Chhetri, Hindu by religion, Nationality Indian, resident of resident of Railway Gate, Siliguri Junction, P.O. & P.S. Pradhan Nagar, District Darjeeling, empowered by virtue of a registered General Power of Attorney No. IV-219 dated 20.06.2008, registered in the office of the Addl. District Sub-Registrar, Siliguri, Dist. Darjeeling.

WHEREAS the Vendor No. 1 hereof Sri Hari Prasad Chhetri is the absolute recorded owner as per R.O.R. of all that piece or parcel of land measuring 1.12 Acres, recorded in L.R. Khatian No. 740, L.R. Plot No. 145, 212, 218, 223, 231, 232, situated within the Mouza – Rupsing, J.L. No. 95, Pargana – Patharghata, P.S. Naxalbari, Dist. Darjeeling, and now he has been possessing and enjoying the said land in his actual khas and physical possession having permanent heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

A N D

Hari Prasad Chhetri

For and as
Attorney for
Sri Jang Bahadur Chhetri
and Sri Hari Prasad Chhetri

WHEREAS the Vendor No. 2 hereof Sri Jang Bahadur Chhetri is the absolute recorded owner as per R.O.R. of all that piece or parcel of land measuring 1.11 Acres, recorded in L.R. Khatian No. 739, L.R. Plot No. 145, 212, 218, 223, 231, 232, situated within the Mouza – Rupsing, J.L. No. 95, Pargana – Patharghata, P.S. Naxalbari, Dist. Darjeeling, and now he has been possessing and enjoying the said land in his actual khas and physical possession having permanent heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

A N D

WHEREAS the Vendor No. 3 hereof Sri Hari Prasad Chhetri is the absolute recorded owner as per R.O.R. of all that piece or parcel of land measuring 1.08 Acres, recorded in L.R. Khatian No. 741, L.R. Plot No. 145, 212, 218, 223, 231, 232, situated within the Mouza – Rupsing, J.L. No. 95, Pargana – Patharghata, P.S. Naxalbari, Dist. Darjeeling, and now he has been possessing and enjoying the said land in his actual khas and physical possession having permanent heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

A N D

WHEREAS now the Vendors (Vendor No. 1, 2 & 3) hereof being in need of money for their own development plans and schemes have decided to sell and have also offered for sale a portion of land measuring 50-Decimal out of above total land measuring 3.31 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

Hari Prasad Chhetri

For self and as
constituted Attorney for
1. Sri Jang Bahadur Chhetri
2. Smt. Prem Kumari Chhetri

WHEREAS the Purchaser hereof relying on the aforesaid statement of the Vendors, 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 Vendors 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. 22,50,000/- (Rupees Twenty two lakh fifty 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. 22,50,000/- (Rupees Twenty two lakh fifty thousand) only, paid by the Purchaser to the Vendors hereof (the receipt whereof the Vendors do hereby acknowledge and grant full discharge from the payment thereof) the Vendors do 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.

Han Prasad Gaur

For Self and as
attest at the office of the
notary public at the
office of the notary public
at the office of the notary public

THE VENDORS do hereby declare that the Vendors have 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 Vendors 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 VENDORS do 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 Vendors, 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 VENDORS do 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 Vendors by these presents.

Han Prasad Chhetri

For self and as
constituted Attorney for
1. Sri Jang Bahadur Chhetri
2. Smt. Prem Kumari Chhetri

SCHEDULE

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

Khatian No. 739, R.S. Plot No. 162, corresponding to its L.R. Plot No. 223 (P) area measuring 16-Decimal,

Khatian No. 740, R.S. Plot No. 162, corresponding to its L.R. Plot No. 223 (P) area measuring 17-Decimal,

Khatian No. 741, R.S. Plot No. 162, corresponding to its L.R. Plot No. 223 (P) area measuring 17-Decimal,

is hereby sold by the Vendors 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 Mani Subba and others ;

By the South : Land of Vendors ;

By the East : Land of Mani Subba and others ;

By the West : Land of Mina Ghosh and others ;

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. 11081 dated 12.08.2010 of Rs. 22,50,000/-.

Page No.

Hari Prasad Kuetim

Subscribed at
Siliguri, West Bengal, on
the 10th day of
March 2012.

IN WITNESS WHEREOF the Vendor/s hereof in good health and conscious mind has/have put his/her/their signature on this Deed of sale on the day, month and year hereinbefore mentioned.

WITNESSES:

1. *Nirmal Roy*

S/o Late ~~Dr~~ Deben Roy,
Of Rupsingh Jote, Gossainpur,
P.S. Naxalbari,
Dist. Darjeeling.

2. *Krishna Oraon*

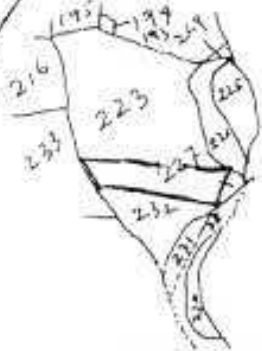
S/o Sri Marawari Oraon,
Of Rupsingh Jote, Gossainpur,
P.S. Bagdogra,
Dist Darjeeling.

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

H. Prasad Kuetim
Advocate / Siliguri.
Enrolment No. *W.B.-1034/02*

MAPE OF MOUZA RUPSINGH, J.L. NO. 95, P.S.- NAXALBARI, TOLJI NO. 91,
PATHARGHATA, DISTRICT- DARJEELING.

SCALE 1 1/6" = 1 MILE



SCALE 1 INCHES = 75 FEET

NAME OF VENDOR

SRI HARI PRASAD CHHETRI SON OF SRI JANG BAHADUR
CHHETRI SELF AND AS CONSTITUENT ATTORNEY OF 1.
JANG BAHADUR CHHETRI SON OF LATE DHANRAJ
CHHETRI 2. SMT. PREM KUMARI CHHETRI DAUGHTER OF
SRI JANG BAHADUR CHHETRI OF RAIL WAY GATE,
SILIGURI JUNCTION, P.O. AND P.S.- PRADHAN NAGAR,
DIST.- DARJEELING.

SITE PLAN OF PROPOSED LAND AS PER
POSSESSION

PLOT NO.	KHATIAN NO.
R.S.- 162, L.R.-223	739-16 DC 740-17 DC 741-17 DC

AREA

50.0 CIMAL OR 0.50 CRE

LAND BOUND AND BUTTED

BY NORTH : LAND OF MANI SUBBA AND OTHERS. BY
SOUTH : LAND OF VENDORS BY EAST : LAND OF MANI
SUBBA AND OTHERS. BY WEST : LAND OF MINA GHOSH
AND OTHERS.

NAME OF PURCHASER

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

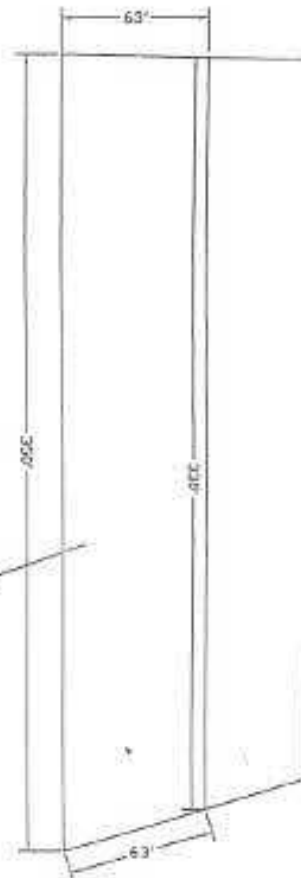
DRAWN BY:

Krishna Oraon
RUPSING JOTE BAGDOGRA
DARJEELING PIN-734014
REGD. NO.- 1878707006

Hari Prasad Chhetri

SIGNATURE for self and OR

constituted Attorney for
1. Sri Jang Bahadur Chhetri













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					







Passport Photo



Hari Prasad Chhetri

Signature
For self and as
constituted Attorney for
1. Sri Jang Bahadur Chhetri
2. Smt. Prem Kumari Chhetri

Finger Prints of _____

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

Passport Photo



HILLCART REALTORS PRIVATE LIMITED

Bharan
Executive Officer

Signature _____



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

Endorsement For Deed Number : I - 06495 of 2010
(Serial No. 05692 of 2010)

23/08/2010

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

Presented for registration at 20.00 hrs on :23/08/2010, at the Private residence by Hari Prasad Chhetri, one of the Executants.

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

Execution is admitted on 23/08/2010 by

1. Hari Prasad Chhetri, son of Sri Jang Bahadur Chhetri, Railway Gate, Siliguri Junction, Thana:-Pradhan Nagar, District:-Darjeeling, WEST BENGAL, India, P.O. :-Pradhan Nagar, 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.

Executed by Attorney

Execution by

1. Hari Prasad Chhetri, son of Sri Jang Bahadur Chhetri, Railway Gate, Siliguri Junction, Thana:-Pradhan Nagar, District:-Darjeeling, WEST BENGAL, India, P.O. :-Pradhan Nagar, By Caste Hindu By Profession: Business, as the constituted attorney of 1. Jang Bahadur Chhetri 2. Prem Kumari Chhetri is admitted by him.

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 1, 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 24/08/2010

Certificate of Market Value(WB PUVI rules of 2001)



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

24/08/2010 15:54:00

EndorsementPage 1 of 2



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

Endorsement For Deed Number : I - 06495 of 2010
(Serial No. 05692 of 2010)

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 is Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 107500/- is paid, by the draft number 094917, 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
EndorsementPage 2 of 2

24/08/2010 15:54:00



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