

DT 06/2010

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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

Page No: 1

आवक

DEED OF SALE (CONVEYANCE)

CERTIFIED THAT THE DOCUMENT
ADMITTED TO REGISTRATION THE
SIGNATURE SHEET AND THE ENDORSEMENT
SHEET ATTACHED TO THIS DOCUMENT
ARE THE ONLY TRUE AND CORRECT
COPIES OF THE ORIGINAL
LOCAL REGISTRAR
29/8/10

2

Land measuring : 30-Decimal
Mouza : Rupsingh,
J.L. No. : 95,
Police Station : Naxalbari,
District : Darjeeling.
Consideration : Rs. 13,50,000/-

August

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.

AND

SRI MANESHWAR SINGH, son of Late Gharbhanga Singh, Hindu by religion, Nationality by Indian, resident of Rupsinghote, P.O. & P.S. Matigara, 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 Maneshwar Singh is the absolute owner by way purchase of all that piece or parcel of land measuring 30 decimals, situated within the Mouza – Rupsing, J.L. No. 95, Pargana – Patharghata, P.S. Naxalbari, Dist. Darjeeling, by virtue of a registered Deed of Sale, executed on 23.08.2010 and presented by Sri Samarlal Agarwala and five others, son of Late Bangshidhar Agarwala, of M.G. Road, Khalpara, P.O. & P.S. Siliguri, Dist. Darjeeling on 23.08.2010, registered in the office of the then Addl. District Sub-Registrar, Siliguri-II, at Bagdogra, District Darjeeling and recorded in Book No. I, being document No. 6461 for the year 2010 and as such from the date of such purchase the Vendor hereof got permanent heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

A N D

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 the said land measuring 30-Dcimal, 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

Signature

WHEREAS the Purchaser hereof relying on the aforesaid statement of the Vendor, has agreed to purchase the said land measuring 30-Decimal clearly delineated in the attached sketch map fully described in the schedule appended below and offered a price of the sum of Rs. 13,50,000/- (Rupees thirteen thousand 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 their said below scheduled land to the Purchaser hereof at or for the price of the sum of Rs. 13,50,000/- (Rupees thirteen thousand 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. 13,50,000/- (Rupees thirteen thousand fifty 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 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.

8.11.2022

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.

2.14.10/2010

SCHEDULE

ALL THAT PIECE OR PARCEL of vacant land measuring 30-decimal, recorded in Khatian No. 83, R.S. Plot No. 124, corresponding to its L.R. Plot No. 202 (P) area measuring 30-Decimal, is hereby gifted by the Donors to the Donee's 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 Harida Sarkar and others;
By the South : Land of Pramila Rot and others;
By the East : Land of Vendors;
By the West : Land of Dharendra Nath Ghosh;

Within the aforesaid boundary 30-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. 11074 dated 12.08.2010 of Rs. 13,50,000/-.

WITNESSES:

Ninmal R07

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

2. Krishna Rao

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

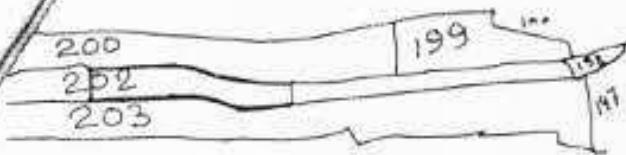
H. and M. H.

Advocate / Siliguri.

Enrolment No. WB-1034/02

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

SCALE: 16" = 1 MILE



SCALE 1 INCHES = 75 FEET

NAME OF VENDOR

SRI MANESHWAR SINGHA SON OF LATE GHAR
BHANGA SINGHA OF RUPSINGJOTE, P.O AND P.S.
BAGDOGRA, DIST. DARJEELING.

SITE PLAN OF PROPOSED LAND AS PER
POSSESSION

PLOT NO.

KHATIAN NO.

R.S.- 124, L.R.-202

83

AREA

40.0 DECIMAL OR 0.40 ACRE

LAND BOUND AND BUTTED

BY NORTH : LAND OF HABIQA BARKAR AND OTHERS
BY SOUTH : LAND OF PRAMILA BOY AND OTHERS
BY EAST : LAND OF VENDOR. BY WEST : LAND OF
CHIRENDRA NATH GHOSH

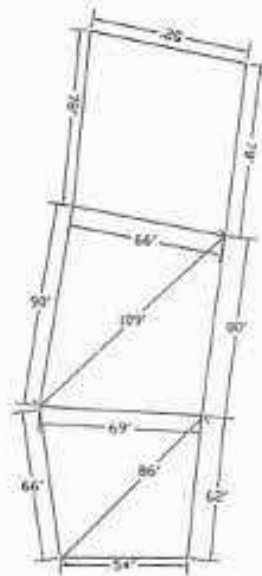
NAME OF PURCHASER

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

DRAWN BY :

Manishina Ghosh
RUPSING JOTE BAGDOGRA
DARJEELING PIN-734014
REGD. NO.- 1976707906

S. T. D. S. N. 2
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



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

Endorsement For Deed Number : I - 06516 of 2010
(Serial No. 05736 of 2010)

23/08/2010

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

Presented for registration at 21.30 hrs on 23/08/2010, at the Private residence by Maneshwar Singh, Executant.

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

Execution is admitted on 23/08/2010 by

Maneshwar Singh, son of Lt. Gharbhanga Singh, Rupsingh Jote, Thana:-Matigara, District:-Darjeeling, WEST BENGAL, India, P.O. :-Matigara, By Caste Hindu, By Profession : Business

Identified By Nirmal Roy, son of Lt. 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

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) = 14839/- 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.-1350000/-

Certified that the required stamp duty of this document is Rs.- 67500 /- and the Stamp duty paid as: Impressive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 62510/- is paid, by the draft number 094923, Draft Date:02/08/2010, Bank Name State Bank of India, NORTH BENGAL UNIV CAMPUS, 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 16:58:00

EndorsementPage 1 of 1

Registration under section 60 and Rule 69.

in Book - I
Serial number 26
from 4531 to 4542
No 06516 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