

01/08/2010

I 6531 24/8/2010



पश्चिम बंगाल WEST BENGAL

23/8/2010, 724/10
20-5000/-

ADMITTED TO THE DOCUMENT
ADMITTED TO REGISTRATION THE
NATURE SHEET AND THE ENLARGEMENT
SHEETS ATTACHED TO THIS DOCUMENT
APR 24 1960 F.T.S. DOCUMENT
J.D.L. SUB. REGISTRA
CHITRAKOT RAJNIGRAH
23-8-2010

Hari Prasad Chhetri

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

Page No. 1

DEED OF SALE (CONVEYANCE)

Hari 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	: 41-Decimal
Mouza	: Rupsingh,
J.L. No.	: 95,
Police Station	: Naxalbari,
District	: Darjeeling.
Consideration	: Rs. 18,45,000/-

THIS INDENTURE IS MADE ON THIS THE 23rd DAY OF
August 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 24.08.2010 adopted in the meeting of the Board of Directors of the Purchaser/Vendee. PAN – AACCH 4635 H.

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

Hari Prasad Chhetri

For self and as
constituted Attorney for
1. Sri Jang Bahadur Chhetri
2. Smt. Prem Kumari 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 Smt. Prem Kumari 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 41-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 Bahadur 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, hves agreed to purchase the said land measuring 41-Decimal clearly delineated in the attached sketch map fully described in the schedule appended below and offered a price of the sum of Rs. 18,45,000/- (Rupees Eighteen lakh forty five 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. 18,45,000/- (Rupees Eighteen lakh forty five 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. 18,45,000/- (Rupees Eighteen lakh forty five 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 Chhetri

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

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.

SCHEDULE

ALL THAT PIECE OR PARCEL of vacant land measuring 41-decimal, recorded in

Khatian No. 739, R.S. Plot No. 171, corresponding to its L.R. Plot No. 231 (P) area measuring 04-Decimal,

Khatian No. 739, R.S. Plot No. 162, corresponding to its L.R. Plot No. 232 (P) area measuring 10-Decimal,

Mani Subba Chhetri

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

Khatian No. 740, R.S. Plot No. 171, corresponding to its L.R. Plot No. 231
(P) area measuring 04-Decimal,
Khatian No. 740, R.S. Plot No. 162, corresponding to its L.R. Plot No. 232
(P) area measuring 10-Decimal,

Khatian No. 741, R.S. Plot No. 171, corresponding to its L.R. Plot No. 231
(P) area measuring 03-Decimal,
Khatian No. 741, R.S. Plot No. 162, corresponding to its L.R. Plot No. 232
(P) area measuring 10-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 Vendor;
By the South : Land of Mani Subba and others;
By the East : Nala ;
By the West : Land of Mani Ghosh;

Within the aforesaid boundary 41-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. 11568 dated 23.08.2010 of
Rs. 18,45,000/-.

Hari Prasad Chhetri

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

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. *Nipmat Roy*

S/o Late ~~Si~~ 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 Chhetri
Advocate / Siliguri.
Enrolment No. *W.B. 1034/02*

THE 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 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.

R.S.- 171, L.R.-231-11 DC.

R.S.- 162, L.R.-232-30 DC

KHATIAN NO.

739-4 DC-231

739-10 DC-232

740-4 DC-231

740-10 DC-232

741-3 DC-231

741-10 DC-232

AREA

41.0 CIMAL OR 0.41 CRE

LAND BOUND AND BUTTED

BY NORTH : LAND OF VENDOR. BY SOUTH : LAND OF
LAND MANI SUBBA AND OTHERS
BY EAST : NALA. BY WEST : LAND OF MINA 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 :

Rupsing Jote Bagdogra
RUPSING JOTE BAGDOGRA
DARJEELING PIN-734014
REGD. NO.- 1876797006

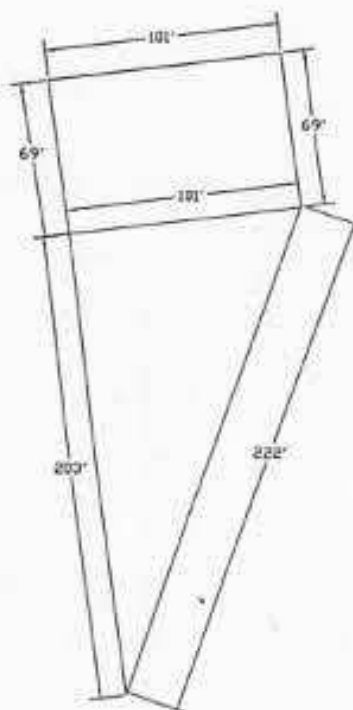
Hari Prasad Chhetri
SIGNATURE OF SELLER

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					

Signature _____

Finger Prints of _____

Passport Photo



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

Hari Prasad Keesari

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

Finger Prints of _____

Passport Photo



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

HILLCART REALTORS PRIVATE LIMITED

Signature _____

Hari Prasad Keesari
Executive Officer



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

Endorsement For Deed Number : I - 06531 of 2010
(Serial No. 05708 of 2010)

23/08/2010

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

Presented for registration at 20.50 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 Lt. 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 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

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) = 20284/- 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.-1845000/-

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

24/08/2010 17:39:00

EndorsementPage 1 of 2



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

Endorsement For Deed Number : I - 06531 of 2010
(Serial No. 05708 of 2010)

certified that the required stamp duty of this document is Rs.- 92250 /- and the Stamp duty paid as:
comprehensive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 87260/- is paid, by the draft number 094893, 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