

4-6345/2010

1 7176 dt. 17.9.10



भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

500995

1/10 836/10
20 159/10

Sambhu Ghosh
Rabi Ghosh

Page No. 1

DEED OF SALE (CONVEYANCE)

NOTED IN THE DOCUMENT
ADMITTED FOR REGISTRATION THE
NATURE SHEET AND THE ENDORSEMENT
SHEETS ATTACHED TO THIS DOCUMENT
ARE THE ONLY TRUE DOCUMENT

NOT. DIST. SUB. REGISTRA
RAIPURI II AT RAIPURA

17/9/10

End.

Kamala Sarkar

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 16th DAY OF
September 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.

A N D

Ceasar:

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Kamala Sarkar

SMT. KAMALA SARKAR, wife of Sri Prasanta Sarkar, Hindu by religion, Nationality by Indian, resident of Station More, Bagdogra P.O. and P.S. Bagdogra, 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. Kamala Sarkar is the absolute owner by way of purchase of all that piece or parcel of land measuring 67-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 and presented by Sri Biplab Sarkar, son of Sri Surjya Mohan Sarkar, Airport More, Bagdogra, P.O. and P.S. Bagdogra, District Darjeeling, on 29.05.2003, registered in the office of the Addl. District Sub-Registrar, Siliguri-II, at Bagdogra, District Darjeeling and finally registered on 26.03.2004 after depositing the deficit stamp duty recorded in Book No. I, being document No. 820 for the year 2004 and thereafter said Smt. Kamala Sarkar, mutated her name in the office of the B.L. & L.R.O. Naxalbari at Naxalbari, Dist. Darjeeling with respect to her aforesaid land measuring 0.67 acre and then a separate Khatian was finally published in the name of said Smt. Kamala Sarkar, being L.R. Khatian No. 642 and from the date of such purchase the vendor hereof has been possessing and enjoying her said land her actual khas and physical possession having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever without any interference or interruption from anybody.

A N D

WHEREAS now the Vendor hereof being in need of money for her 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 0.67 acre, clearly delineated in the attached sketch map, which is fully described in the schedule appended below, disclosing the aforesaid facts



Vendor's Signature

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 her 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 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. 12,60,000/- (Rupees Twelve lakh sixty thousand) only, paid by the Purchaser to the Vendor hereof by cheque and cash (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

(Signature)

Kemola Sarthar

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.

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.



Kamala Sarker

SCHEDULE

ALL THAT PIECE OR PARCEL of vacant land measuring 28-decimal, recorded in

L.R. Khatian No.	R.S. Plot No.	L.R. Plot No.	Area
642	242	315	17 Decimals
	242	315/797	11 Decimals

Of land is hereby sold by the Vendor to the purchaser hereof, 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 Dipankar Ghosh and others;
By the South : Land of Baiddya Ghosh;
By the East : Land of Vendor;
By the West : Land of Dhiraj Ghosh;

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. 12466 dated 10.09.2010 of Rs. 15,00,912/-.



Kamala Sarkar

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. *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.

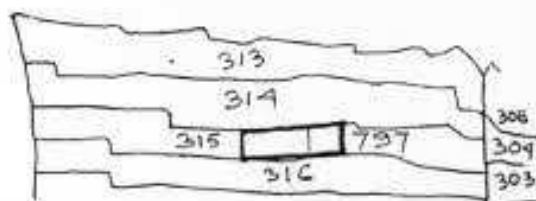
Drafted, read over and
explained by me and
computerized in my chamber;

Himanta Mohanta

Advocate / Siliguri.
Enrolment No. WB-1034/2002.

PART TRACE MAP OF MOUZA RUPSINGH, J.L. NO. 95, TOUJI NO.-91, PARGANA -
PATHARGHATA, P.S.: NAXALBARI, DIST.: DARJEELING.

SCALE : 16" = 1 MILE



NAME OF VENDOR

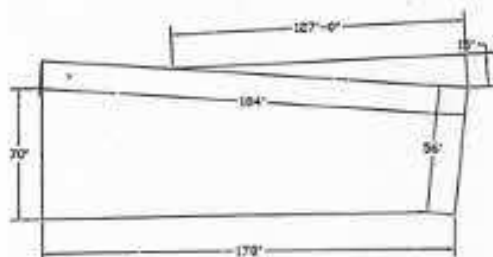
SMT. KAMALA SARKAR W/O SRI PRASANTA SARKAR OF STATION MORE, BAGDOGRA, P.O.-
BAGDOGRA, P.S.- NAXALBARI, DIST- DARJEELING.

SITE PLAN OF PROPOSED LAND AS PER POSSESSION

LAND BOUND AND BUTTED

BY NORTH : LAND OF DIPANKAR GHOSH AND OTHERS. BY SOUTH : LAND OF BAIDDYA GHOSH. BY EAST :
LAND OF VENDOR. BY WEST : LAND OF DHIRAJ GHOSH

<u>PLOT NO.</u>	<u>KHATAN NO.</u>	<u>AREA</u>
R.S. - 242, L.R.- 315- 17.0 DEC. R.S. - 242, L.R.- 315/797 -11.0 DEC.	642	28.0 DECIMAL OR 0.28 ACRE



SCALE : 1 INCHES = 60 FEET











NAME OF PURCHASER

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

DRAWN BY: *Kristine Oza*

Kamala Sarkar
SIGNATURE OF SELLER

Finger Prints of

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













Bernard A. A.

HILLCART REALTORS PRIVATE LIMITED Signature

Bernard A. A.
Executive Officer

Finger Prints of

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



Kamala Sarker

Kamala Sarker
Signature

Finger Prints of

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

Signature



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

Endorsement For Deed Number : (- 07174 of 2010
(Serial No. 06343 of 2010)

On 16/09/2010

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

Presented for registration at 21.10 hrs on :16/09/2010, at the Private residence by Kamala Sarkar ,
Executant.

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

Execution is admitted on 16/09/2010 by

1. Kamala Sarkar, wife of Sri Prasanta Sarkar , Station More, Bagdogra, Thana:-Bagdogra,
District:-Darjeeling, WEST BENGAL, India, P.O. :-Bagdogra , By Caste Hindu, By Profession : House
wife

Identified By Nirmal Roy, son of Lt. Deben Roy, Gossainpur, Thana:-Bagdogra, District:-Darjeeling,
WEST BENGAL, India, P.O. :- , By Caste: Hindu, By Profession: Business.

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

On 17/09/2010

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) = 16500/- on 17/09/2010

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.-1500912/-

Certified that the required stamp duty of this document is Rs.- 75046 /- and the Stamp duty paid as:
Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 70050/- is paid, by the draft number 095302, Draft Date 16/09/2010, Bank Name
State Bank of India, NORTH BENGAL UNIV CMPUS, received on 17/09/2010

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

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 28
Page from 3042 to 3053
being No 07174 for the year 2010.



(Subhas Chandra Sarkar) 17-September-2010
A.D.S.R. Siliguri-II at Bagdogra
Office of the ADSR Siliguri-II at Bagdogra
West Bengal