

44-6366/2010

7196 Sh. 17-9-10

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES



पश्चिम बंगाल WEST BENGAL

500983

Somenath Ghosh

Page No. 1

DEED OF SALE (CONVEYANCE)

DECLARED THAT THE DOCUMENT  
ADMITTED TO REGISTRATION, THE  
NATURE SHEET AND THE ENDORSEMENT  
SHEETS ATTACHED TO THIS DOCUMENT  
ARE THE TRUE AND CORRECT COPY OF THIS DOCUMENT

LDL DIST SUB REGISTRA  
SHIRDI AT RAIGOD

17/9/10

*(Signature)*

Somenath Ghosh

## DEED OF SALE (CONVEYANCE)

Land measuring	: 42-Decimal
Mouza	: Rupsingh,
J.L. No.	: 95,
Police Station	: Naxalbari,
District	: Darjeeling.
Consideration	: Rs. 18,90,000/-

THIS INDENTURE IS MADE ON THIS THE 16<sup>th</sup> 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 03.10.2007 adopted in the meeting of the Board of Directors of the Purchaser/Vendee. PAN – AACCH 4635 H.





Somenath Ghosh

A N D

**SRI SOMENATH GHOSH**, son of Late Satyendra Nath Ghosh, Hindu by religion, Nationality Indian, Service by occupation, resident of Gossainpur, P.O. & 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 his heirs, successors, legal representatives, executors, administrators and assigns) of the **OTHER PART**.

WHEREAS the Vendor hereof Mr. Somenath Ghosh is the absolute recorded owner as per R.O.R. of all that piece or parcel of land measuring 0.66 Acres, recorded in L.R. Khatian No. 921, L.R. Plot No. 242, area 0.66 acre, 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 Vendor hereof being in need of money for his own development plans and schemes has decided to sell and has also offered for sale a portion of land measuring 42-Decimal out of above total land measuring 0.66 acres, 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 42-Decimal clearly



Same Nath Ghosh

delineated in the attached sketch map fully described in the schedule appended below and offered a price of the sum of Rs. 18,90,000/- (Rupees Eighteen lakh ninety 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, has firmly and finally agreed to sell his said below scheduled land to the Purchaser hereof at or for the price of the sum of Rs. 18,90,000/- (Rupees Eighteen lakh ninety 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. 18,90,000/- (Rupees Eighteen lakh ninety 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 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.



Same Nath Ghosh

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 Vendor 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 Vendor 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.



Some Nath Ghosh

**SCHEDULE**

**ALL THAT PIECE OR PARCEL** of vacant land measuring 42-decimal, recorded in

L.R. Khatian No.	R.S. Plot No.	L.R. Plot No.	Area
921	150	242	42 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 Manabendra Ghosh;  
 By the South : Land of Arun Majumder and others;  
 By the East : Nala;  
 By the West : Land of Santosh roy and others;

Within the aforesaid boundary 42-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. 12469 dated 10.09.2010 of Rs. 18,90,000/-.



Somenath Ghosh

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. *Nirmul 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.

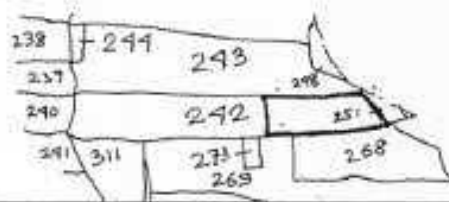
Drafted, read over and  
explained by me and  
computerized in my chamber.

*H. Nanda Ghosh*  
Advocate / Siliguri.

Enrolment No. WB-1034/2002.

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

SCALE : 16" = 1 MILE



NAME OF VENDOR

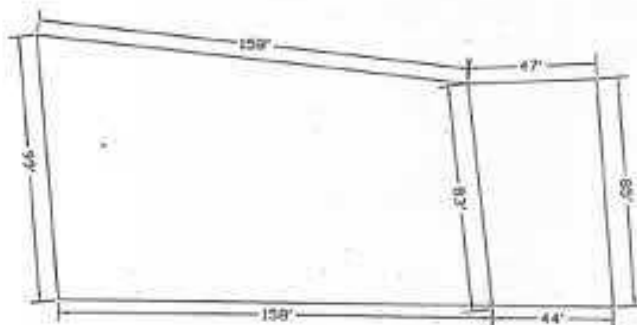
SRI SOME NATH GHOSH SON OF LATE SATYENDRA NATH GHOSH OF GOSSAINPUR P.O AND P.S.  
BAGDOGRA, DIST.: DARJEELING.

SITE PLAN OF PROPOSED LAND AS PER POSSESSION

LAND BOUND AND BUTTED

BY NORTH : LAND OF MANABENDRA GHOSH. BY SOUTH : LAND OF ARUN MAJUMDER AND OTHERS. BY  
EAST : NALA. BY WEST : LAND OF VENDOR.

<u>PLOT NO.</u>	<u>KHATAN NO.</u>	<u>AREA</u>
<u>R.S. - 150 (P), L.R. - 242 (P)</u>	<u>921</u>	<u>42.0 DECIMAL OR 0.42 ACRE</u>



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:

*Krishna Das*  
OF BAGDOGRA,  
DIST. DARJEELING.

*Some Nath Ghosh*  
SIGNATURE OF SELLER

Finger Prints of \_\_\_\_\_

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

Passport Photo













*Baron 4/1/11*

HILLCART REALTORS PRIVATE LIMITED

Signature

*Baron 4/1/11*  
Executive Officer

Finger Prints of \_\_\_\_\_

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

Passport Photo



*Same Nath Ghosh*

*Same Nath Ghosh*  
Signature

Finger Prints of \_\_\_\_\_

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

Passport Photo

Signature



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

**Endorsement For Deed Number : I - 07196 of 2010**  
**(Serial No. 06366 of 2010)**

**On 16/09/2010**

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

Presented for registration at 20.50 hrs on :16/09/2010, at the Private residence by Somenath Ghosh, Executant.

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

Execution is admitted on 16/09/2010 by

1. Somenath Ghosh, son of Late Satyendra Nath Ghosh , Gossainpur, Thana:-Bagdogra, District:-Darjeeling, WEST BENGAL, India, P.O. :-Bagdogra , By Caste Hindu, By Profession : Service  
Identified By Nirmal Roy, son of Late Deben Roy, Bupsingh Jote, Gossainpur, 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 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) = 20779/- 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.-1890000/-

Certified that the required stamp duty of this document is Rs.- 94500 /- and the Stamp duty paid as: Impressive Rs.- 5000/-

**Deficit stamp duty**

Deficit stamp duty Rs. 89510/- is paid, by the draft number 095301, 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

17/09/2010 13:58:00

Endorsement Page 1 of 1

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 28  
Page from 3320 to 3331  
being No 07196 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