

SL - 6363/2010

I 7197 dt. 17.8.10



पश्चिम बंगाल WEST BENGAL

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Page No. 1

Sambhu Ghosh
Rabi Choudhary

DEED OF SALE (CONVEYANCE)

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

COL. DIST. S.D. REGISTRAR
24/8/10

(Signature)

DEED OF SALE (CONVEYANCE)

Land measuring	: 29-Decimal
Mouza	: Rupsingh,
J.L. No.	: 95,
Police Station	: Naxalbari,
District	: Darjeeling.
Consideration	: Rs. 13,05,000/-

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 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.

A N D



*Sambhu Ghosh
Rabi Ghosh*

Sambhu Ghosh
Rabi Ghosh

1. SRI SAMBHU GHOSH son of Late Gopal Ghosh,
 2. SRI RABI GHOSH son of Late Gopal Ghosh,
- both Hindus by religion, Nationality Indian, Business by occupation, resident of Rupsingh Jote, P.O. & P.S. Bagdogra, 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.

WHEREAS the Vendors hereof Sri Sambhu Ghosh and his brother Sri Rabi Ghosh are the absolute joint owner by way of purchase of all that piece or parcel of land measuring 1.09 Acres, 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 Saraswati Ghosh, wife of Late Bijoy Ghosh, of Gossainpur, P.S. Naxalbari, Dist. Darjeeling on 28.08.2005, registered in the office of the then Addl. Dist. Sub-Registrar, Siliguri-II, at Bagdogra, District Darjeeling and recorded in Book No. I, being document No. 3245 for the year 2006 and thereafter said Sri Sadhan Ghosh and Sri Biswajit Ghosh, mutated their name in the office of the B.L. & L.R.O. Naxalbari at Naxalbari, Dist. Darjeeling, with respect to their above land measuring 1.09 acre or 109 decimals and then two separate Khatian was finally published in the name of said Sri Sambhu Ghosh and Sri Rabi Ghosh, being L.R. Khatian No. 722, area measuring 0.56 acre and being L.R. Khatian No. 723 area measuring 0.56 acre, instead of their total land measuring 1.09 acre, and as such from the date of such purchase, the said Sri Sambhu Ghosh and Sri Rabi Ghosh are the absolute and exclusive owner of land measuring 0.56 acre & 0.56 acre respectively and got permanent heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

A N D



Sundhar Singh
Rishi Ghosh

WHEREAS now the Vendors 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 29-Decimal out of above total land measuring 112 decimals or 1.12 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

WHEREAS the Purchaser hereof relying on the aforesaid statement of the Vendors, has agreed to purchase the said land measuring 29-Decimal clearly delineated in the attached sketch map fully described in the schedule appended below and offered a price of the sum of Rs. 13,05,000/- (Rupees Thirteen lakh 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. 13,05,000/- (Rupees Thirteen lakh 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. 13,05,000/- (Rupees Thirteen lakh five thousand) only, paid by the Purchaser to the Vendors hereof by Cheque and cash (the receipt whereof the Vendors do hereby acknowledge and grant full discharge from the payment thereof) the Vendors do

[Signature]

Sambhu Ghosh
Rabi Choudhary

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.

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.



Sankar Ghosh
Rabir Ghosh

SCHEDULE

ALL THAT PIECE OR PARCEL of vacant land measuring 29-decimal, recorded in

L.R. Khatian No.	R.S. Plot No.	L.R. Plot No.	Area
722	124	202	10-Decimals
722	124	198	05-Decimals
723	124	202	10-Decimals
723	124	198	04-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 Sushil Sarkar and others;
 By the South : Land of Gossainpur Realtors Pvt. Ltd.;
 By the East : Land of Gossainpur Realtors Pvt. Ltd.;
 By the West : Land of Vendors;

Within the aforesaid boundary 29-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. 12489 dated 13.09.2010 of Rs. 13,05,000/-

(Signature)

Sambhu Ghosh
Rishi Ghosh

IN WITNESS WHEREOF the Vendors hereof in good health and conscious mind have put their 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 Marowari Oraon,
Of Rupsingh Jote, Gossainpur,
P.S. Bagdogra,
Dist. Darjeeling.

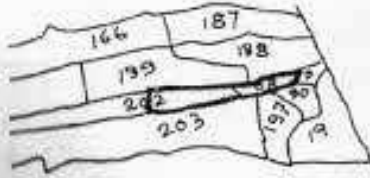
Drafted, read over and explained
by me and computerized in my
chamber:

Himadri Mohanta

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

PART TRACE MAPE OF MOUZA RUP Singh, J.L. NO. 95, P.S.- NAXALBARI, TOUJI NO. 91,
PARGANA- PATHARGHATA, DISTRICT- DARJEELING.

SCALE : 16" = 1 MILE



SCALE 1 INCHES = 60 FEET

NAME OF VENDOR

1. SRI SAMBHU GHOSH AND 2. SRI RABI GHOSH BOTH
ARE SON OF LATE GOPAL GHOSH OF RUP Singh JOTE,
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.-202-20.0 DEC.	722 - 10 DC.-202
R.S.- 124, L.R.-198 - 9.0 DEC.	722 - 05 DC.-198
	723 - 10 DC.-202
	723 - 04 DC.-198

AREA

29.0 DECIMAL OR 0.29 ACRE

LAND BOUND AND BUTTED

BY NORTH : LAND OF GUSHIL SARKAR AND OTHERS
BY SOUTH : LAND OF GOSSAINPUR REALTORS PVT.
LTD. BY EAST : LAND OF GOSSAINPUR REALTORS PVT.
BY WEST : LAND OF VENDOR.

NAME OF PURCHASER

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

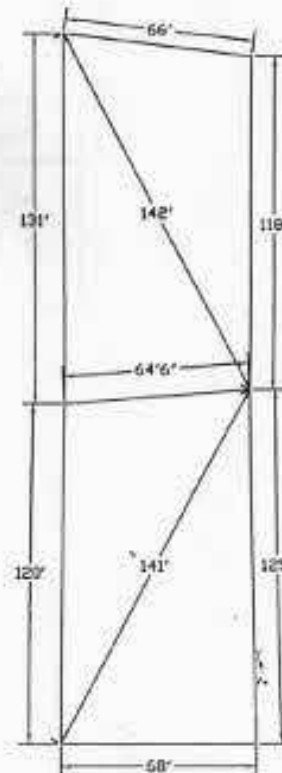
DRAWN BY:

Krishna Oza

RUP Singh, P.S. BAGDOGRA
DIST. DARJEELING

Sambhu Ghosh
Rabi Ghosh

SIGNATURE OF SELLER



Finger Prints of _____

Passport
Photo



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

HILLCART REALTORS PRIVATE LIMITED

Signature

Barun...
Executive Officer

Finger Prints of _____

Passport
Photo



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

Sambhu Ghosh
Signature

Finger Prints of _____

Passport
Photo



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

Rabi Ghosh
Signature



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

Endorsement For Deed Number : I - 07197 of 2010
(Serial No. 06363 of 2010)

On 16/09/2010

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

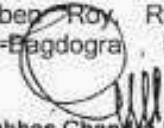
Presented for registration at 20.59 hrs on :16/09/2010, at the Private residence by Sambhu Ghosh , one of the Executants.

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

Execution is admitted on 16/09/2010 by

1. Sambhu Ghosh, son of Late Gopal Ghosh , Rupsingh Jote, Thana:-Bagdogra, District:-Darjeeling, WEST BENGAL, India, P.O. :-Bagdogra , By Caste Hindu, By Profession : Business
2. Rabi Ghosh, son of Late Gopal Ghosh , Rupsingh Jote, Thana:-Bagdogra, District:-Darjeeling, WEST BENGAL, India, P.O. :-Bagdogra , By Caste Hindu, By Profession : Business

Identified By Nirmal Roy, son of Late Suben 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 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) = 14344/- 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.-1305000/-

Certified that the required stamp duty of this document is Rs.- 65250./- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 60250/- is paid, by the draft number 095297, 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

17/09/2010 13:59:00

EndorsementPage 1 of 2



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

Endorsement For Deed Number : I - 07197 of 2010
(Serial No. 06363 of 2010)

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

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

Endorsement Page 2 of 2

17/09/2010 13:59:00

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 28
Page from 3332 to 3344
being No 07197 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