

हेमवङ्ग पश्चिम बंगाल WEST BENGAL

Page No. 1

NO YOURTH

DEED OF SALE (CONVEYANCE)

MANGHAMA

DEED OF SALE (CONVEYANCE)

Land measuring : 14-Decimal

Mouza : Rupsingh,

J.L. No. : 95,

Police Station : Naxalbari,

District : Darjeeling.

Consideration: Rs. 6,36,300/-

THIS INDENTURE IS MADE ON THIS THE 29 \$ DAY OF OCTOBER TWO THOUSAND TEN.

BETWEEN

Over .

raylerand

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 Dhirendra 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

SMT. SARASWATI GHOSH, wife of Late Bijay Ghosh, Hindu by religion, Nationality Indian, House wife by occupation, resident of Rupsingh Jote, P.O. Bagdogra, P.S. Naxalbari, 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. Saraswati Ghosh is the absolute recorded owner as per R.O.R. of all that piece or parcel of land measuring 0.41 Acres, recorded in Khatian No. 484, L.R. Plot No. 62, area 0.15 acre, L.R. Plot No. 68, area 0.03 acre, L.R. Plot No. 71, area 0.04 acre, L.R. Plot No. 205, area 0.14 acre, L.R. Plot No. 229, area 0.02 acre, L.R. Plot No. 248, area 0.02 acre, L.R. Plot No. 249, area 0.01 acre, situated within the Mouza – Rupsing, J.L. No. 95, Pargana – Patharghata, P.S. Naxalbari, Dist. Darjeeling, and now she has been possessing and enjoying the said land in her actual khas and physical possession having permanent heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

(Duch.

(My Prest

AND

WHEREAS now the Vendor hereof being in need of money for her own development plans and schemes has decided to sell and has also offered for sale a portion of land measuring 14-Decimal out of above total land measuring 0.41 acre in seven plots, 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.

AND

WHEREAS the Purchaser hereof relying on the aforesaid statement of the Vendor, has agreed to purchase the said land measuring 14-Decimal clearly delineated in the attached sketch map fully described in the schedule appended below and offered a price of the sum of Rs. 6,36,300/- (Rupees Six lakh thirty six thousand three hundred) only, free from all encumbrances and charges whatsoever.

AND

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. 6,36,300/- (Rupees Six lakh thirty six thousand three hundred) 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.

Cordo.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid offer, acceptance and also in consideration of the said sum of Rs. 6,36,300/- (Rupees Six lakh thirty six thousand three hundred) only, paid by the Purchaser to the Vendor hereof in 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 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 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.

Cours.



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.

SCHEDULE

ALL THAT PIECE OR PARCEL of vacant land measuring 14-decimal, recorded in Khatian No. 484, R.S. Plot No. 158, corresponding to its L.R. Plot No. 205 (P) area measuring 14-Decimal, is hereby sold by the Vendor 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 Bastu and the said demised land is butted and bounded as follows:-

By the North: Land of Hillcart Realtors Pvt, Ltd.;
By the South: Land of Biplan Kr. Deb and others;
By the East: Land of Hillcart Realtors Pvt. Ltd.;
By the West: Land of Hillcart Realtors Pvt. Ltd.;

Within the aforesaid boundary 14-decimal of land is hereby sold by the Vendor to the Purchaser hereof by these presents and shown by black 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. 14175 dated 27.10.2010 of Rs. 6,36,300/-.

Orda.

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. Nimmand Rot S/o Sti Debu Roy, Late. Debe ~ ROT

Of Rupsingh Jote, Gossainpur,

P.S. Bagdogra,

Dist. Darjeeling.

Occupation: Business.

2. Biren Roy

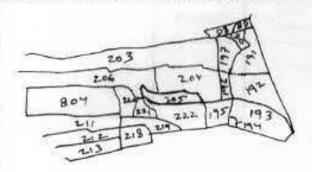
S/o Sri Aswani Roy, Of Rupsingh Jote, Gossainpur, P.S. Bagdogra, Dist. Darjeeling.

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

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

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

BOALE: 16" - 1 MILE



SCALE 1 INCHES = 60 FEET

NAME OF VENDOR

SMT SARASWATI GHOSH WIFE OF LATE BIJOY GHOSH OF RUPSINGJOTE, P.O. AND P.S.- BAGDOGRA, DIST.-DARJEELING.

SITE PLAN OF PROPOSED LAND AS PER

PLOT NO.	KHATIAN NO.		
R.S 158, L.R205,	484		

AREA

14.0 DECIMAL OR 0.14 ACRE

LAND BOUND AND BUTTED

BY NORTH : LAND OF HILL CART REALTORS PYT, LTD.,
BY SOUTH : BIPLAS KUMAR DES AND OTHERS, BY
EAST : LAND OF HILL CART REALTORS PYT, LTD.,
BY WEST : LAND OF HILL CART REALTORS PYT, LTD.,

NAME OF PURCHASER

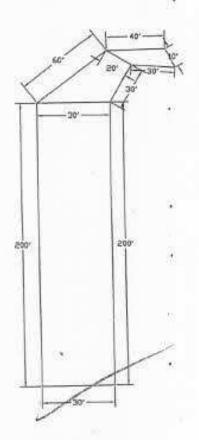
HILLCART REALTORS PRIVATE LIMITED, DE 27-A, RAIPUR, MANDALPARA ROAD, P.O. GANGULI BAGAN, P.S. - JADAVPUR, KOLKATA-47.

DRAWN BY:

RUPSING JOTE BAGDOGRA
DARJEELING PH-734014
REGD. NO. 1978707006

મહે ત્રેશુદ્ધાય

SIGNATURE OF SELLER





Finger Prints of

Passport Photo

	Thumb	Fore Finger	, Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand	1				

Signature

Finger Prints of_ Fore Middle Ring Little Thumb Finger Finger Finger Finger Passport Photo Left Hand Right Hand Signature

Passport
Photo

Finger Prints of

Thumb
Fore
Finger
Finger
Finger

Right
Hand

Right
Hand

Executive Officer

Signature



Government Of West Bengal

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

Endorsement For Deed Number : I - 08187 of 2010 (Serial No. 07207 of 2010)

On 29/10/2010

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

Presented for registration at 19.00 hrs on :29/10/2010, at the Private residence by Saraswati Ghosh ,Executant.

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

Execution is admitted on 29/10/2010 by

 Saraswati Ghosh, wife of Late Bijay Ghosh , Rupsingh Jote, Thana:-Naxalbari, District:-Darjeeling, WEST BENGAL, India, P.O.:-Bagdogra , By Caste Hindu, By Profession: House wife

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

(Partha Sarathi Chakrabarty) A.D.S.R. Siliguri-II at Bagdogra

On 01/11/2010

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: 23,5 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) = 6996/- ,E = 7/- on 01/11/2010

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.-636300/-

Certified that the required stamp duty of this document is Rs.- 31825 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 26830/- is paid, by the draft number 095897, Draft Date 28/10/2010, Bank Name State Bank of India, NORTH BENGAL UNIV CMPUS, received on 01/11/2010

(Partha Sarathi Chakrabarty) A.D.S.R. Siliguri-II at Bagdogra

> (Partha Sarathi Chakrabarty) A.D.S.R. Siliguri-II at Bagdogra

EndorsementPage 1 of 1

01/11/2010 16:44:00

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 31 Page from 1106 to 1117 being No 08187 for the year 2010.



(Partha Sarathi Chakrabarty) 01-November-2010 A.D.S.R. Siliguri-II at Bagdogra Office of the ADSR Siliguri-II at Bagdogra West Bengal