

215/2010

8188 2/- 01.11.2010



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

501983

3-14181  
1C NO- 932/2010

CERTIFIED THAT THE DOCUMENT  
ADMITTED TO REGISTRATION THE  
NATURE SHEET AND THE ENDORSEMENT  
SHEETS ATTACHED TO THIS DOCUMENT  
ARE THE PART OF THIS DOCUMENT  
SOL. DIST. REG. OFF.  
SHIVPURI HAT, RAIPUR  
01/11/10

Page No. 1

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DEED OF SALE (CONVEYANCE)

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*Jayanta Chak*

**DEED OF SALE (CONVEYANCE)**

Land measuring	: 17-Decimal
Mouza	: Rupsingh,
J.L. No.	: 95,
Police Station	: Naxalbari,
District	: Darjeeling.
Consideration	: Rs. 7,72,650/-

THIS INDENTURE IS MADE ON THIS THE 29<sup>th</sup> DAY OF  
OCTOBER 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 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.

A N D

*Barun Ghosh*

*Jayanta Ghosh*

**SRI JAYANTA GHOSH**, son of Sri Jyotish Ghosh, Hindu by religion, Nationality by Indian, resident of Rupsingjote, 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 Sri Jayanta Ghosh is the absolute recorded owner as per R.O.R. of all that piece or parcel of land measuring 1.62 Acres, recorded in L.R. Khatian No. 669/1,

L.R. Plot No. 59, area 0.19 acre,

L.R. Plot No. 115, area 0.07 acre,

L.R. Plot No. 181, area 0.10 acre,

L.R. Plot No. 182, area 0.06 acre,

L.R. Plot No. 185, area 0.07 acre,

L.R. Plot No. 217, area 0.05 acre,

L.R. Plot No. 227, area 0.07 acre,

L.R. Plot No. 230, area 0.79 acre,

L.R. Plot No. 264, area 0.05 acre,

L.R. Plot No. 265, area 0.12 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 have also offered for sale a portion land measuring 14-Decimal or 0.17 acre in two L.R. Plot, being L.R. Plot Nos. 227 & 230, out of above 10 (ten) L.R. Plot, total area

*CF n d m*

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measuring 1.62 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 Vendor, has agreed to purchase the said land measuring 17-Decimal clearly delineated in the attached sketch map fully described in the schedule appended below and offered a price of the sum of Rs. 7,72,650/- (Rupees Seven Lacs seventy two thousand six hundred fifty) 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 his said below scheduled land to the Purchaser hereof at or for the price of the sum of Rs. 7,72,650/- (Rupees Seven Lacs seventy two thousand six hundred fifty) 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. 7,72,650/- (Rupees Seven Lacs seventy two thousand six hundred fifty) only, paid by the Purchaser to the Vendor hereof by cash today (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

*Handwritten signature*

*Jayanta Saha*

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.

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.

*CG mdr*

*Jayanta Chak*

### SCHEDULE

**ALL THAT PIECE OR PARCEL** of vacant land measuring 17-decimal, recorded in

L.R. Khatian No.	R.S. Plot No.	L.R. Plot No.	Area
669/1	166	227	07-Decimals
669/1	170	230	10-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 : River;  
 By the South : River;  
 By the East : Land of Gossainpur Realtors Pvt. Ltd.;  
 By the West : Land of Gossainpur Realtors Pvt. Ltd.;

Within the aforesaid boundary 17-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. 14181 dated 27.09.2010 of Rs. 7,72,650/-.

*CC under*

*Prasanta Saha*

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. *Nirmal Roy*

S/o Late Deben Roy,  
Of Rupsingh Jote, Gossainpur,  
P.S. Naxalbari,  
Dist. Darjeeling.  
Occupation : Business.

2. *Biren Roy*

S/o Sri Aswani Roy,  
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.



16  
PART TRACE MAP OF MOUZA RUPSINGH, J.L. NO.95, P.S.- NAXALBARI, TOUJI NO. 91,  
PARGANA-PATHARGHATA, DISTRICT-DARJEELING.



SCALE: 1" = 1 MILE

SCALE 1 INCHES = 60 FEET

NAME OF VENDOR

SRI JAYANTA GHOSH SON OF SRI JYOTISH GHOSH OF  
RUPSINGH JOTE, GOSSAINPUR, P.O.- BAGDOGRA, P.S.  
NAXALBARI, DIST.- DARJEELING.

SITE PLAN OF PROPOSED LAND AS PER  
POSSESSION

PLOT NO.

R.S.-166, L.R.-227 - 7.0 DC.  
R.S.-170, L.R.-230 - 10.0 DC.

669/1

AREA

17.0 DECIMAL OR 0.17 ACRE

LAND BOUND AND BUTTED

BY NORTH : LAND OF RIVER.  
BY SOUTH : RIVER, BY EAST : GOSSAINPUR  
REALTORS PVT. LTD. BY WEST :  
GOSSAINPUR REALTORS PVT. LTD.

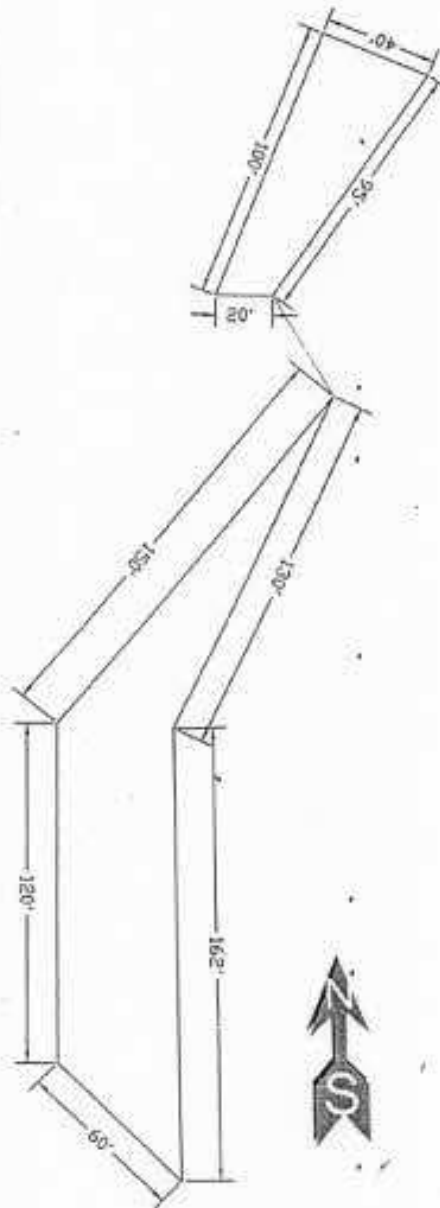
NAME OF PURCHASER

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

DRAWN BY:

*Krishna Oraon*  
RUPSING JOTE BAGDOGRA  
DARJEELING PIN-734014  
REGD. NO.- 1976707000

*Jayanta Ghosh*  
SIGNATURE OF VENDOR















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

Passport Photo		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					

Signature

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

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

Signature

Executive Officer

Executive Officer

HILLCART REALTORS PRIVATE LIMITED



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

**Endorsement For Deed Number : I - 08188 of 2010**  
**(Serial No. 07215 of 2010)**

**On 29/10/2010**

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

Presented for registration at 18.52 hrs on :29/10/2010, at the Private residence by Jayanta Ghosh  
, Executant.

( 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) = 8492/- ,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.-772650/-

Certified that the required stamp duty of this document is Rs.- 38642 /- and the Stamp duty paid as:  
Impresive Rs.- 5000/-

**Deficit stamp duty**

Deficit stamp duty Rs. 33700/- is paid, by the draft number 095898, Draft Date 28/10/2010, Bank Name  
State Bank of India, NORTH BENGAL UNIV CMPUS, received on 01/11/2010

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

Execution is admitted on 01/11/2010 by

1. Jayanta Ghosh, son of Sri Jyotish Ghosh , Rupsingjote, Thana:-Bagdogra, District:-Darjeeling, WEST  
BENGAL, India, P.O. :-Bagdogra , By Caste Hindu, By Profession : Business

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

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

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


01/11/2010 16:43:00

EndorsementPage 1 of 1

Certificate of Registration under section 60 and Rule 69.

Registered In Book - I  
CD Volume number 31  
Page from 1118 to 1129  
being No 08188 for the year 2010.



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