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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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1/13 20/05

UNTRIED THAT THE DOCUMENT
ADMITTED TO REGISTRATION THE
SIGNATURE SHEET AND THE ENCLOSURE
SHEETS ATTACHED TO THIS DOCUMENT
AND THE REGISTRATION
OFFICER HAS REGISTERED
SILVER HILLS ROAD
08/05/09

2013/05/09
SILVER HILLS ROAD

Page No. 1

8.50

DEED OF SALE (CONVEYANCE)

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DEED OF SALE (CONVEYANCE)

Land measuring	: 12 Decimal
Mouza	: Rupsingh,
J.L. No.	: 95,
Police Station	: Naxalbari,
District	: Darjeeling,
Consideration	: Rs. 5,40,000/-

THIS INDENTURE IS MADE ON THIS THE 7th DAY OF May TWO THOUSAND NINE.

BETWEEN

GOSSAINPUR REALESTATE (PRIVATE) LIMITED, a private Limited Company incorporated under the provisions of the Companies Act, 1956, having its registered office at Nicco House, 2 No. Hare Street, Kolkata – 700001, 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 – AACCG9288M.

A N D

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- 2076/1980

SMT. MINA RANI GHOSH, wife of Sri Shyam Sundar Ghosh, Hindu by religion, Nationality Indian, House wife by occupation, resident of Gossainpur, 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. Minarani Ghosh is the absolute owner by purchase of all that piece or parcel of land measuring 0.63 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 Girindra Nath Ghosh, son of Late Sarada Chandra Ghosh, of Gossainpur, P.O. Bagdogra, P.S. Naxalbari, Dist. Darjeeling on 31.03.1980, registered in the office of the then Sub-Registrar, Siliguri, District Darjeeling and recorded in Book No. 1, Volume No. 58, Pages 56 to 61, being document No. 2076 for the year 1980 and thereafter said Smt. Mina Rani Ghosh, mutated her name in the office of the B.L. & L.R.O. Naxalbari at Naxalbari, Dist. Darjeeling with respect to her land measuring 0.59 acre instead of aforesaid land measuring 0.63 Acre and then a separate Khatian was finally published in the name of said Smt. Minarani Ghosh, being L.R. Khatian No. 120/1, in L.R. Plot No. 287, area measuring 0.03 acre and L.R. Plot No. 300, area measuring 0.56 acre and as such from the date of such purchase the said Smt. Minarani Das the absolute and exclusive owner of land measuring 0.59 Acres or 59 decimals and got 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 her own development plans and schemes has decided to sell and has also offered for sale a portion of land measuring 12-decimal out of her aforesaid total land measuring 59-Decimal, clearly delineated in the attached sketch map, which



5572/12/10/8

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 12-Decimal clearly delineated in the attached sketch map fully described in the schedule appended below and offered a price of the sum of Rs. 5,40,000/- (Rupees five lakh forty 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 his said below scheduled land to the Purchaser hereof at or for the price of the sum of Rs. 5,40,000/- (Rupees five lakh forty 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. 5,40,000/- (Rupees five lakh forty thousand) only, paid by the Purchaser to the Vendor hereof as detailed in Memo of Consideration below (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



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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.

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.

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12/12/18/18/09/2

SCHEDULE

ALL THAT PIECE OR PARCEL of vacant land measuring 12 decimal, recorded in Khatian No. 120/1, R.S. Plot No. 220, corresponding to its L.R. Plot No. 300 (P) area measuring 12-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 rupni and the said demised land is butted and bounded as follows:-

- By the North : Land of Dwijendra Nath Ghosh;
- By the South : Land of Huduru Singh and Budru Singh;
- By the East : Land of Sankar Ghosh;
- By the West : Land of Huduru Singh and Budru Singh;

Within the aforesaid boundary 12 decimal of land is hereby sold by the Vendor 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. 4233, dated 22.04.2009 of Rs. 5,40,000/-.



21/3/2002

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. *Somenath Ghosh*
S/o Late Satyendra Nath Ghosh,
Of Gossainpur, P.S. Naxalbari,
Dist. Darjeeling
Occupation : Business.

2. *Nirmal Roy*
S/o Sri Deb Roy,
Of Rupsingh Jote, Gossainpur,
P.S. Naxalbari,
Dist. Darjeeling.

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

Himansu Mohanta
Advocate / Siliguri.
Enrolment No. *WB-1034/02*

MEMO OF CONSIDERATION

I, **SMT. MINA RANI GHOSH**, wife of Sri Shyam Sundar Ghosh, Hindu by religion, Nationality Indian, House wife by occupation, resident of Gossainpur, P.O. Bagdogra, P.S. Naxalbari, District Darjeeling, the Vendor of these presents do hereby acknowledge and confirm the receipt of entire sale price / consideration money of Rs. 5,40,000/- (Rupees five lakh forty thousand) only from the Vendee Gossainpur Realestate Private Limited in the following manner –

Cheque bearing No. ~~770.91.2...~~ Dated 07.05.2009 For Rs. 2,00,000/- drawn on Punjab National Bank, H.C. Road, Siliguri Branch.

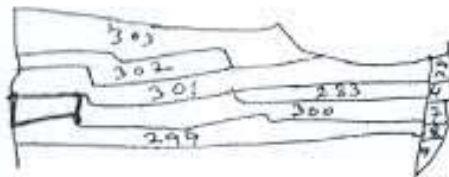
Rs. 3,40,000/- (Rupees three lakh forty thousand only)
in cash.

A handwritten signature in black ink is written over a square, textured stamp. The signature appears to be 'Smt. Mina Rani Ghosh'.

Signature of the Vendor / Seller

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

SCALE: 16" = 1 MILE



SCALE 1 INCHES = 50 FEET

NAME OF VENDOR

SMT. MINARANI GHOSH W/O SRI SHYAM SUNDAR GHOSH OF RUPSINGH JOTE, GOSSAINPUR, P.O. BAGDOGRA, P.S. NAXALBARI, DIST. - DARJEELING.



SITE PLAN OF PROPOSED LAND AS PER POSSESSION

PLOT NO.	KHATIAN NO.
R.S.- 220, L.R.-300	120/1

AREA

12.0 DECIMAL OR 0.12 ACRE

LAND BOUND AND BUITED

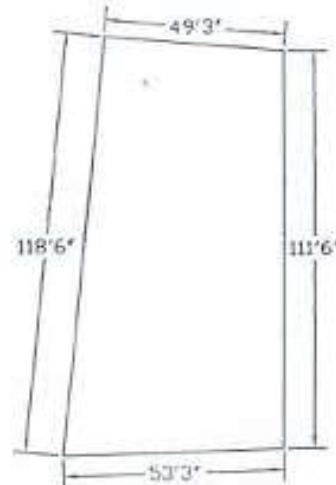
BY NORTH : LAND OF DWIJENDRA NATH GHOSH. BY SOUTH : LAND OF HUDRU BUDRU AND OTHERS. BY EAST : LAND OF SANKAR GHOSH. BY WEST : LAND OF HUDRU SINGH AND BUDRU SINGH

NAME OF PURCHASER

GOSSAINPUR REALESTATE PRIVATE LIMITED, OF NICCO HOUSE, 2 NO. HERE STREET, 4TH FLOOR, KOLKATA-1.

DRAWN BY:

Somenath Ghosh
GOSSAINPUR, BAGDOGRA
DARJEELING, PIN - 734014
SL. NO. 677 P.T.S. 198



Minarani Ghosh
SIGNATURE OF SELLER

Finger Prints of _____



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



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[Handwritten signature]

Signature

Finger Prints of _____



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

Signature

Finger Prints of _____



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



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Signature

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Government Of West Bengal
Office of the ADSR Siliguri-II at Bagdogra
BAGDOGRA
Endorsement For deed Number :I-02776 of :2009
(Serial No. 02386, 2009)

On 07/05/2009

Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 18.50 hrs on :07/05/2009,at the Private residence by Mina Rani Ghosh,Executant,

Admission of Execution(Under Section 58)

Execution is admitted on 07/05/2009 by

1. Mina Rani Ghosh, son of Sri Shyam Sundar Ghosh ,Vill - Gossainpur P. O.- Bagdogra Dist - Darjeeling ,Thana Naxalbari, By caste Hindu,by Profession :House wife
Identified By Some Nath Ghosh, son of Late Satyendra Nath Ghosh Vill - Gossainpur P. O. - Bagdogra Dist - Darjeeling Thana; Naxalbari, by caste Hindu.By Profession :Business.

Name of the Registering officer :**Subhas Chandra Sarkar**
Designation :**A.D.S.R. Siliguri-II at Bagdogra**

On 08/05/2009

Certificate of Admissibility(Rule 43)

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. 10.00/-

Payment of Fees:

Fee Paid in rupees under article : A(1) = 5929/- on:08/05/2009

Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs- 540000/-

Certified that the required stamp duty of this document is Rs 27000/- and the Stamp duty paid as: Impresive Rs- 5000

Deficit stamp duty

Deficit stamp duty Rs 22000/- is paid, by the draft number 251418, Draft Date 07/05/2009 Bank Name STATE BANK OF INDIA, N.b.u.campus, received on :08/05/2009

Name of the Registering officer :**Subhas Chandra Sarkar**
Designation :**A.D.S.R. Siliguri-II at Bagdogra**



[Subhas Chandra Sarkar]
A.D.S.R. Siliguri-II at Bagdogra
Office of the Additional District Sub-Registrar of Siliguri-II at Bagdogra
Govt. of West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 8
Page from 898 to 910
being No 02776 for the year 2009.



(Subhas Chandra Sarkar) 08-May-2009
A.D.S.R. Siliguri-II at Bagdogra
Office of the ADSR Siliguri-II at Bagdogra
West Bengal