

SL = 2344/09

Q 2780 dt. 08-05-09



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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 Chm, 2/5/09

CERTIFIED THAT THE DOCUMENT
 ADMITTED TO REGISTRATION, THE
 SIGNATURE SHEET AND THE ENDORSEMENT
 SHEETS ATTACHED TO THIS DOCUMENT
 ARE THE ORIGINALS OF THIS DOCUMENT

L.O.L. DIST. SUB. REGISTRY
 111 VIKRI HAT RAJSDHAR
 08/05/09

Dwijendra Nath Ghosh

Page No. 1

DEED OF SALE (CONVEYANCE)

(Handwritten signature)

Darjeendra Nath Ghosh

DEED OF SALE (CONVEYANCE)

Land measuring	: 50 Decimal
Mouza	: Rupsingh,
J.L. No.	: 95,
Police Station	: Naxalbari,
District	: Darjeeling.
Consideration	: Rs. 22,50,000/-

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.



Dwijendra Nath Ghosh

A N D

SRI DWIJENDRA NATH GHOSH, son of Late Nagendra Nath Ghosh, Hindu by religion, Nationality Indian, Business 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 his heirs, successors, legal representatives, executors, administrators and assigns) of the OTHER PART.

WHEREAS the Vendor hereof Dwijendra Nath Ghosh is the absolute recorded owner as per R.O.R. of all that piece or parcel of land measuring 0.83 Acres, recorded in Khatian No. 47/2, R.S. Plot No. 204, L.R. Plot No. 283, area 0.33 acre, and R.S. Plot No. 221, L.R. Plot No. 301, area 0.50 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 50-Decimal out of aforesaid total land measuring 0.83 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.

Dwija

Prasanna Venkatesh

A N D

WHEREAS the Purchaser hereof relying on the aforesaid statement of the Vendor, has agreed to purchase the said land measuring 50-Decimal clearly delineated in the attached sketch map fully described in the schedule appended below and offered a price of the sum of Rs. 22,50,000/- (Rupees Twenty two lakh fifty 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. 22,50,000/- (Rupees Twenty two lakh fifty 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. 22,50,000/- (Rupees Twenty two lakh fifty thousand) only, paid by the Purchaser to the Vendor hereof as detailed in Memo of consideration (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

Prasanna Venkatesh

Dwijendra Nath Ghosh

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.

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.

[Signature]

Satyendra Nath Ghosh

SCHEDULE

ALL THAT PIECE OR PARCEL of vacant land measuring 50-decimal, recorded in Khatian No. 47/2, R.S. Plot No. 221, corresponding to its L.R. Plot No. 301 (P) area measuring 50-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 Dharbendra Singh;
By the South : Land of Vendor;
By the East : Land of Satyendra nath Ghatak;
By the West : Land of Minarani Ghosh;

Within the aforesaid boundary 50-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. 4229 dated 22.04.2009 of Rs. 22,50,000/-.

[Handwritten Signature]

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. *Some Nath 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.

Satyendra Nath Ghosh

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, **SRI DWIJENDRA NATH GHOSH**, son of Late Nagendra Nath Ghosh, Hindu by religion, Nationality Indian, Business 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. 22,50,000/- (Rupees Twenty two lakh fifty thousand) only from the Vendee Gossainpur Realestate Private Limited in the following manner –

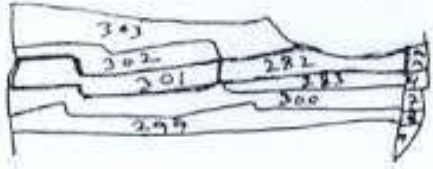
Cheque bearing No. 770908 Dated 07.05.2009 For Rs. 5,00,000/- drawn on Punjab National Bank, H.C. Road, Siliguri Branch.

Rs. 17,50,000/- (Rupees Seventeen Lakh fifty Thousand only) in cash.




PART TRACE MAP OF MOUZA RUPESINGH, J.L. NO.98, P.S.- NAXALBARI, TOLJI NO. 91,
PARGANA- PATHARGHATA, DISTRICT- DARJEELING

SCALE: 16" = 1 MILE



SCALE 1 INCHES = 65 FEET



NAME OF VENDOR
SRI DWIJENDRA NATH GHOSH S/O LATE NAGENDRA
NATH GHOSH OF GOSSAINPUR, P.O. BAGDOGRA, P.S.
NAXALBARI, DIST.- DARJEELING.

**SITE PLAN OF PROPOSED LAND AS PER
POSSESSION**

PLOT NO.	KHATIAN NO.
R.S.- 221, L.R. -301	47/2

AREA

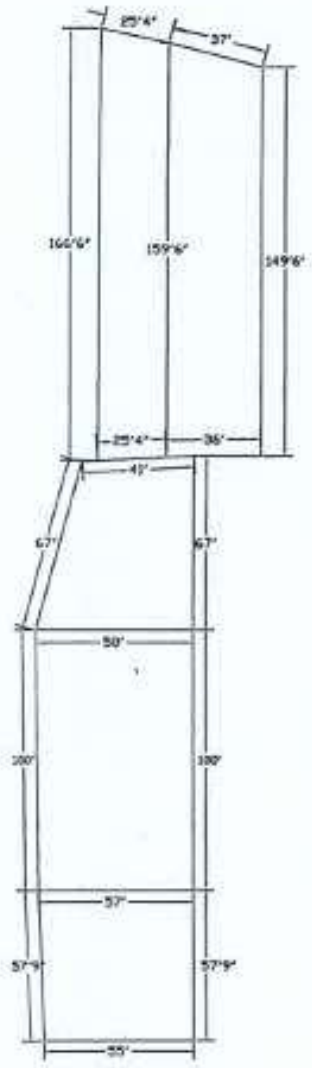
50.0 DECIMAL OR 0.50 ACRE

LAND BOUND AND BUTTED
BY NORTH : LAND OF DHARBENDRA SINGH, BY
SOUTH : LAND OF VENDOR, BY EAST : LAND OF
SATYENDRA NATH BHATAK, BY WEST : LAND OF
MINARANI GHOSH.

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

DRAWN BY:
Soma Nath Ghosh
GOSSAINPUR, BAGDOGRA
DARJEELING, PIN - 734014
SL. NO. G/296/P.P.S. 5/98

Dwijendra Nath Ghosh
SIGNATURE OF SELLER



Finger Prints of _____

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



Devin A. Smith Gosh

Quazendra Nath Gosh

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					



Devin A. Smith Gosh

Signature

Devin A. Smith Gosh

Execution is admitted on 07/05/2009 by

1. Dwijendra Nath Ghosh, son of Late Nagendra Nath Ghosh, Vill - Gossainpur P. O. - Bagdogra Dist- Darjeeling
Thana Naxalabri, By caste Hindu, by Profession : Business

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) = 24739/- 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- 2250000/-

Certified that the required stamp duty of this document is Rs 112500 /- and the Stamp duty paid as: Impresive Rs- 5000

Deficit stamp duty

Deficit stamp duty Rs 107500/- is paid, by the draft number 251414, 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 885 to 897
being No 02780 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