

24/2/09

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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

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UNIFIED THAT THE DOCUMENT ADMITTED TO REGISTRATION, THE SIGNATURE SHEET AND THE ENDORSEMENT SHEETS ATTACHED TO THIS DOCUMENT ARE THE FULL AND TRUE COPY OF THIS DOCUMENT

LA. HAT RAGDOKAR
08/05/09

Page No. 1

Handwritten signature: Sundar Nath Shakti

Per Self and as Constituted Attorney of
I. Sibani Bhattacharya
H. Ruma Ghatak

Handwritten in a circle: 20.00

DEED OF SALE (CONVEYANCE)

Handwritten signature: Sundar

Somendra Nath Ghosh
for Self and as Constituted Attorney
P. Sibani Bhattacharya
ii Kadam G. B. 'ak

DEED OF SALE (CONVEYANCE)

Land measuring	: 42 Decimal
Mouza	: Rupsingh,
J.L. No.	: 95,
Police Station	: Naxalbari,
District	: Darjeeling.
Consideration	: Rs. 18,90,000/-

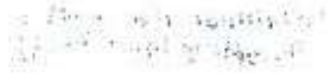
THIS INDENTURE IS MADE ON THIS THE 7th DAY OF May TWO THOUSAND NINE.

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





Satyendra Nath Ghatak
For Self and as Constituted Attorney

i. Shibani Bhattacharjee
ii. Ruma Ghatak

1. SRI SAMARENDRA NATH GHATAK, son of Late Satyendra Nath Ghatak,
2. SMT. SHIBANI BHATTACHARJEE, wife of Late Jyoti Bhattacharjee, Daughter of Late Satyendra Nath Ghatak,
3. SMT. MISS RUMA GHATAK, Daughter of Late Satyendra Nath Ghatak,

all are Hindu by religion, Nationality Indian, 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 their heirs or heiresses, executors, successors, legal representative, administrators and assigns) of the OTHER PART.

The Vendor No. 2 & 3 hereof are represented by and through their constituted attorney SRI SAMARENDRA NATH GHATAK, (Vendor No. 1 hereof) son of Late Satyendra Nath Ghatak, 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 (Vide two registered General Power of Attorney,) recorded in Book No. IV, Being No. 132 dated 25.04.2006, registered in the office of the Additional District Sub-Registrar Asansol, Dist. Burdwan, in the State of West Bengal. ii) recorded in Book No. IV, Being No. 75 dated 28.07.2008, registered in the office of the Additional District Sub-Registrar Siliguri - II, at Bagdogra, Dist. Darjeeling, in the State of West Bengal.

WHEREAS the father of the Vendors hereof Satyendra Nath Ghatak, son of Surendra Nath Ghatak was the absolute owner by purchase of all that piece or parcel of land measuring 0.72 Acres or 72 decimals more or less, situated within the Mouza - Rupsing, J.L. No. 95, Pargana - Patharghata, P.S. Naxalbari, Dist. Darjeeling, by virtue of a registered Deed of Sale, registered in the office of the then Sub-Registrar, Siliguri, District Darjeeling and executed and presented by Sri Ram Lal Barman of Late Gahu Ram Barman, of Kalabari, P.S. Meteli, Dist. Jalpaiguri on 25.05.1973, registered in the office of the then Sub-Registrar, Siliguri, District Darjeeling and recorded in

(Signature)

Sri Satyendra Nath Ghatak
For Self and of Constables
I Sibani Bhattacharjee
II Ruma Ghatak

Book No. I, being document No. 645 for the year 1957 and thereafter said Sri Satyendra Nath Ghatak, recorded/mutated his name in the office of the B.L. & L.R.O. Naxalbari at Naxalbari, Dist. Darjeeling with respect to his land measuring 0.75 acre or 75 decimals instead of aforesaid land measuring 0.72 acre or 72 decimal and then two separate new khatian was finally published in the name of said Sri Satyendra Nath Ghatak, being L.R. Khatian Nos. 936 & 144 and as such from the date of such purchase the said Sri Satyendra Nath Ghatak the absolute and exclusive owner of land measuring 0.75 Acres and got permanent heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

A N D

WHEREAS thereafter above named Sri Satyendra Nath Ghatak, died on 04.09.1988 intestate leaving behind them as his only heirs/successors namely- i) Sri Samarendra Nath Ghatak (son), ii) Smt. Shibani Bhattacharjee (daughter), iii) Miss Ruma Ghatak (daughter), and as such the above named son and daughters jointly acquired ownership in equal share (i.e. $\frac{1}{3}^{\text{rd}}$ share each) with respect to the aforesaid land measuring - 0.75 acre or 75 decimals having permanent heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

A N D

WHEREAS now the Vendors hereof being in need of money for their own development plans and schemes has decided to sell and has also offered for sale a portion of land measuring 42-Decimal out of aforesaid total land measuring 75 decimals, 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.

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Sensendro Nath Saha

For Self and as Constituted Attorne

i) Sibani Bhattacharya

ii) Muga Chatterjee

WHEREAS the Purchaser hereof relying on the aforesaid statement of the Vendors, has agreed to purchase the said land measuring 42-Decimal clearly delineated in the attached sketch map fully described in the schedule appended below and offered a price of the sum of Rs. 18,90,000/- (Rupees eighteen lakhs ninety 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. 18,90,000/- (Rupees eighteen lakhs ninety 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. 18,90,000/- (Rupees eighteen lakhs ninety thousand) only, paid by the Purchaser to the Vendors hereof as detailed in Memo of Consideration below (the receipt whereof the Vendors do hereby acknowledge and grant full discharge from the payment thereof) the Vendors do 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 them/him, subject to the payment of rent etc. payable to the Superior Landlord The Govt. of West Bengal.



Somedown North Street
For Self and as retired Attorney of
J. Allen [unclear]
E. [unclear]

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 Vendor by these presents.

[Handwritten signature]

SCHEDULE

ALL THAT PIECE OR PARCEL of vacant land measuring 42-decimal, recorded in Khatian No. 936, R.S. Plot No. 222, corresponding to its L.R. Plot No. 302 (P) area measuring 30-Decimal and Khatian No. 144, R.S. Plot No. 222, corresponding to its L.R. Plot No. 302 (P) area measuring 12-Decimal is hereby sold by the Vendors 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 Rupsingh Realtors Pvt. Ltd.;
- By the South : Land of Dwijen Ghosh;
- By the East : Land of Rupsingh Realtors Pvt. Ltd.;
- By the West : Land of Hudru Singh and Budru Singh;

Within the aforesaid boundary 42 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. 4231, dated 22.04.2009 of Rs. 18,90,000/-.

(Signature)

Served to Mr. N. S. Shakti
For self and as per registered Authority
I Sibani Bhattacharya
ii Ruma Chakrabarti

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

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

Suman Nath Shakti

Per Self and as Constituted Attorney of

i. Sibani Bhattacharjee
ii. Ruma Chakrabarti

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 SAMARENDRA NATH GHATAK, son of Late Satyendra Nath Ghatak, (for self and on behalf of Smt. Shibani Bhattacharjee and Miss Ruma Ghatak as constituted attorney) Hindu by religion, Nationality Indian, Service by occupation; resident of Bagdogra, 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. 18,90,000/- (Rupees eighteen lakhs ninety thousand) only from the Vendee Gossainpur Realestate Private Limited in the following manner -

Cheque bearing No. 770910.... Dated 07.05.2009 For Rs. 4,00,000/- drawn on Punjab National Bank, H.C. Road, Siliguri Branch.

Rs. 14,90,000/- (Rupees fourteen lakh ninety thousand) only in cash.



S. Samban Nath Ghatak

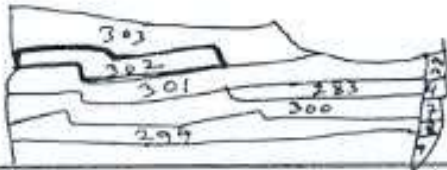
For Self and as Constituted Attorney of

1. Shibani Bhattacharjee
2. Ruma Ghatak

Signature of the Vendor / Seller

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

SCALE : 16" = 1 MILE



SCALE 1 INCHES = 55 FEET



NAME OF VENDOR

1. SRI SAMARENDRA NATH GHATAK S/O LATE SATYENDRA NATH GHATAK 2. SMT. SHIBANI BHATTACHARJEE W/O LATE JYOTI BHATTACHARJEE D/O LATE SATYENDRANATH GHATAK 3. MISS RUMA GHATAK D/O LATE SATYENDRA NATH GHATAK OF GOSSAINPUR, P.O. BAGDOGRA, P.S. NAXALBARI, DIST. - DARJEELING. ALL ARE WARISH OF LATE SATYEDRA NATH GHATAK.

SITE PLAN OF PROPOSED LAND AS PER POSSESSION

PLOT NO.	KHATIAN NO.
R.S.- 222 , L.R.-302 - 12 DEC.	144
R.S.- 222 , L.R.-302 - 30 DEC.	936

AREA

42.0 DECIMAL OR 0.42 ACRE

LAND BOUND AND BUTTED

BY NORTH : LAND OF RUPSINGH REALTORS PVT. LTD., BY SOUTH : LAND OF DWIJEN GHOSH, BY EAST : RUPSINGH REALTORS PVT. LTD., BY WEST : HUDRU SINGH AND BUDRU SINGH AND BROJENORA NATH GHOSH.

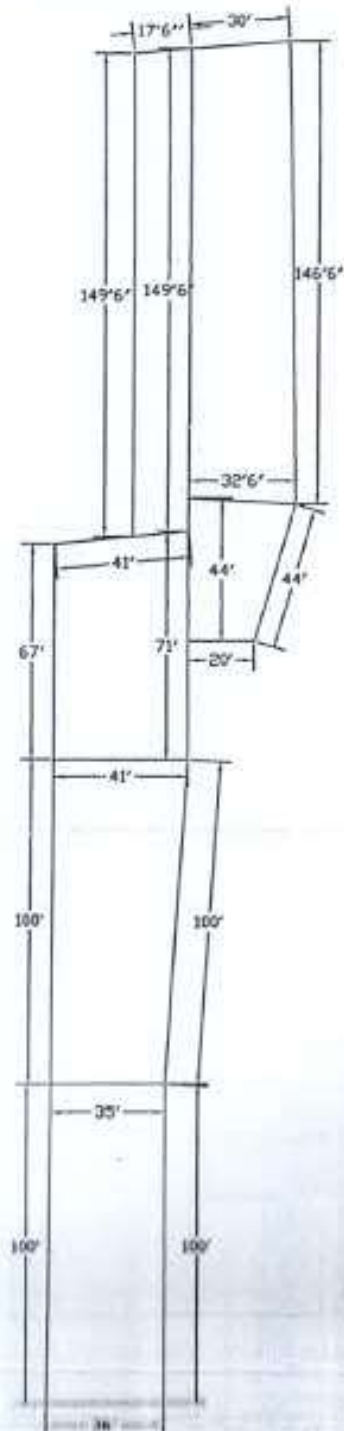
NAME OF PURCHASER

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
CL. NO. G/344/P.T.S.S/98

Soma Nath Ghatak
SIGNATURE OF SELLER



Finger Prints of _____

Passport Photo



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

Sandeep Nath Shetty

Sandeep Nath Shetty
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

Sandeep Nath Shetty

Government Of West Bengal
Office of the ADSR Siliguri-II at Bagdogra
BAGDOGRA
Endorsement For deed Number :1-02781 of :2009
(Berial No. 02402, 2009)

On 07/05/2009

Presentation(Under Section 52 & Rule 22A(3) 49(1))

Presented for registration at 20.00 hrs on :07/05/2009,at the Private residence by Samarendra Nath Ghatak,one of the Executants.

Admission of Execution(Under Section 58)

Execution is admitted on 07/05/2009 by

1. Samarendra Nath Ghatak, son of Late Satyendra Nath Ghatak ,Gossainpur P. O.- Bagdogra Dt.- Darjeeling Thana Naxalbari, By caste Hindu,by Profession :Business

Identified By Some Nath Ghosh, son of Late Satyendra Nath Ghosh Gossainpur P. O.- Bagdogra Dt.- Darjeeling Thana: Naxalbari, by caste Hindu,By Profession :Business.

Executed by Attorney

1. Execution By Samarendra Nath Ghatak, son of Late Satyendra Nath Ghatak ,Gossainpur P. O.- Bagdogra Dt.- Darjeeling ,Thana: Naxalbari By caste Hindu,by Profession :Business,as the constituted attorney of 1. Shibani Bhattacharjee 2. Ruma Ghatak is admitted by him.

Identified By Some Nath Ghosh, son of Late Satyendra Nath Ghosh Gossainpur P. O.- Bagdogra Dt.- 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) = 20779/- 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-1890000/-



[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

Government Of West Bengal
Office of the ADSR Siliguri-II at Bagdogra
BAGDOGRA
Endorsement For deed Number :I-02781 of :2009
(Serial No. 02402, 2009)

Certified that the required stamp duty of this document is Rs 94500 /- and the Stamp duty paid as: Impresive Rs- 5000

Deficit stamp duty

Deficit stamp duty Rs 89500/- is paid, by the draft number 251416, 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