

5177/2010

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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

644228

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(1)

Sadhughosh
Biswas-dit Chakr

VERIFIED THAT THE DOCUMENT
 ADMITTED TO REGISTRATION THE
 NATURE SHEET AND THE ENDORSEMENT
 SHEETS ATTACHED TO THIS DOCUMENT
 ARE TRUE & CORRECT

WDL DIST SDR REGISTRA
 3/8/10

DEED OF SALE (CONVEYANCE)

Sadhanga
Biswas (Co)

DEED OF SALE (CONVEYANCE)

Land measuring	: 38-Decimal
Mouza	: Rupsingh,
J.I. No.	: 95,
Police Station	: Naxalbari,
District	: Darjeeling.
Consideration	: Rs. 17,10,000/-

THIS INDENTURE IS MADE ON THIS THE 2nd DAY OF
August TWO THOUSAND TEN.

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

Sadhan Ghosh
Biswajit Ghosh

1. SRI SADHAN GHOSH, son of Late Bijay Ghosh,
 2. SRI BISWAJIT GHOSH, son of Late Bijay Ghosh,
- both Hindus by religion, Nationality Indian, Business by occupation, resident of Rupsingh Jote, P.O. & P.S. Bagdogra, District Darjeeling, in the State of West Bengal – hereinafter called the “SELLERS/VENDORS” (which expression shall mean and include unless excluded by or repugnant to the context their heirs, successors, legal representatives, executors, administrators and assigns) of the OTHER PART.

WHEREAS the Vendors hercof Sri Sadhan Ghosh and his brother Sri Biswajit Ghosh are the absolute joint owner by way of gift of all that piece or parcel of land measuring 4.61 Acres, situated within the Mouza – Rupsing, J.L. No. 95, Pargana – Patharghata, P.S. Naxalbari, Dist. Darjeeling, by virtue of a registered Deed of Gift, executed and presented by Sri Saraswati Ghosh, wife of Late Bijoy Ghosh, of Gossainpur, P.S. Naxalbari, Dist. Darjeeling on 02.05.2007, registered in the office of the then Addl. Dist. Sub-Registrar, Siliguri-II, at Bagdogra, District Darjeeling and recorded in Book No. I, being document No. 1038 for the year 2002 and thereafter said Sri Sadhan Ghosh and Sri Biswajit Ghosh, mutated their name in the office of the B.L. & L.R.O. Naxalbari at Naxalbari, Dist. Darjeeling, with respect to their above land measuring 4.61 acre or 461 decimals and then two separate Khatian was finally published in the name of said Sri Sadhan Ghosh and Sri Biswajit Ghosh, being L.R. Khatian No. 822, area measuring 2.32 acre and being L.R. Khatian No. 823 area measuring 2.29 acre, and as such from the date of such gift, the said Sri Sadhan Ghosh and Sri Biswajit Ghosh are the absolute and exclusive owner of land measuring 2.32 acre & 2.29 acre respectively and got permanent heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

A N D

Sachin Ghosh
Biswas & Co.

WHEREAS now the Vendors hereof being in need of money for their own development plans and schemes have decided to sell and have also offered for sale the said land measuring 38-Decimal, 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 Vendors, has agreed to purchase the said land measuring 38-Decimal clearly delineated in the attached sketch map fully described in the schedule appended below and offered a price of the sum of Rs. 17,10,000/- (Rupees seventeen lakh ten 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. 17,10,000/- (Rupees seventeen lakh ten 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. 17,10,000/- (Rupees seventeen lakh ten thousand) only, paid by the Purchaser to the Vendors hereof as detailed in Memo of consideration (the receipt whereof the Vendors do hereby acknowledge and grant full discharge from the payment

Biswas & Co.
Sachin Ghosh

Sudhanga
Biswas

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 him/her, subject to the payment of rent etc. payable to the Superior Landlord The Govt. of West Bengal.

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 Vendors by these presents.

Sachin Ghosh
Biswanath Chakraborty

SCHEDULE

ALL THAT PIECE OR PARCEL of vacant land measuring 38-decimal, recorded in Khatian No. 822, R.S. Plot No. 129, corresponding to its L.R. Plot No. 206 (P) area measuring 19-Decimal, Khatian No. 823, R.S. Plot No. 129, corresponding to its L.R. Plot No. 206 (P) area measuring 19-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 Vendors;
By the South : Land of Jangbahadur Chhetri and others;
By the East : Land of Vendors;
By the West : Land of Sunny Ghosh and others;

Within the aforesaid boundary 38-decimal of land is hereby sold by the Vendors 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. 9876 dated 20.07.2010 of Rs. 17,10,000/-.

S. Chughosh
Biswasit Das

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.

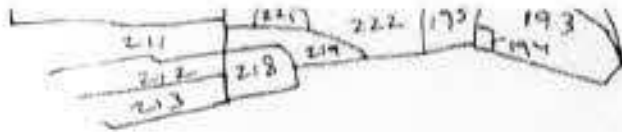
WITNESSES :

1. *Linma Roy*
S/o Sri Debu Roy, late Deben Roy
Of Rupsingh Jote, Gossainpur,
P.S. Naxalbari,
Dist. Darjeeling.
Occupation : Business.

2. *Neelma Oraon*
S/o Sri Marawari Oraon,
Of Rupsingh Jote, Gossainpur,
P.S. Bagdogra,
Dist. Darjeeling.

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

Himadri Mohanta.
Advocate / Siliguri.
Enrolment No. *WN. 1034/02*



NAME OF VENDOR

1. SRI SADHAN GHOSH 2. SRI BISWAJIT GHOSH BOTH ARE SON OF LATE BIJOY GHOSH BOTH OF RUPSINGIOTE, P.O. AND P.S.- BAGDOGRA, DIST.- DARJEELING.

SITE PLAN OF PROPOSED LAND AS PER POSSESSION

PLOT NO.

R.S.- 129, L.R.-206

KHATAN NO.

822 - 19.0 DEC.
823 - 19.0 DEC.

AREA

38.0 DECIMAL OR 0.38 ACRE

LAND BOUND AND BUITED

BY NORTH : LAND OF VENDOR, BY SOUTH : LAND OF JANGBAHADUR CHHETRI AND OTHERS, BY EAST : LAND OF VENDOR, BY WEST : LAND OF SUNNY GHOSH AND OTHERS

NAME OF PURCHASER

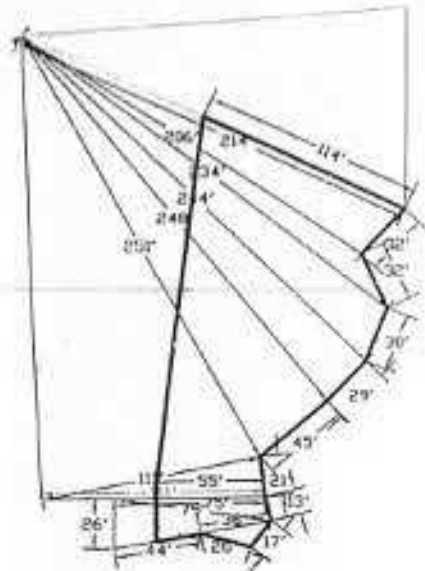
GOSSAINPUR REALESTATE PRIVATE LIMITED, OF NICCO HOUSE, 2 NO. HERE STREET, KOLKATA-I.

DRAWN BY :

Soume Nath Ghosh
GOSSAINPUR, BAGDOGRA
DARJEELING, PIN - 734014
SL. No: C/266/P.T.S.S./96

Sadhan Ghosh
Biswajit Ghosh

SIGNATURE OF SELLER



Finger Prints of _____



Sachangholi

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

Sachangholi

Signature

Finger Prints of _____



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

Prasanna Chit

Signature

Finger Prints of _____



Passport Photo

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



Prasanna

Prasanna

Prasanna

Signature



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

Endorsement For Deed Number : I - 05890 of 2010
(Serial No. 05177 of 2010)

On 02/08/2010

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

Presented for registration at 20.25 hrs on :02/08/2010, at the Private residence by Sadhan Ghosh , one of the Executants.

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

Execution is admitted on 02/08/2010 by

1. Sadhan Ghosh, son of Late Bijay Ghosh , Rupsingh Jote, Thana:-Bagdogra, District:-Darjeeling, WEST BENGAL, India, P.O. :-Bagdogra , By Caste Hindu, By Profession : Business
2. Biswajit Ghosh, son of Late Bijay Ghosh , Rupsingh Jote, Thana:-Bagdogra, District:-Darjeeling, WEST BENGAL, India, P.O. :-Bagdogra , By Caste Hindu, By Profession : Business

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

(Subhas Chandra Sarkar)
A.D.S.R. Siliguri-II at Bagdogra

On 03/08/2010

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 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) = 18799/- on 03/08/2010

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.-1710000/-

Certified that the required stamp duty of this document is Rs.- 85500 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 80510/- is paid, by the draft number 094582, Draft Date 02/08/2010, Bank Name State Bank of India, NORTH BENGAL UNIV CMPUS, received on 03/08/2010

(Subhas Chandra Sarkar)
A.D.S.R. Siliguri-II at Bagdogra

03/08/2010 16:13:00

Endorsement Page 1 of 2



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

Endorsement For Deed Number : I - 05890 of 2010
(Serial No. 05177 of 2010)


(Subhas Chandra Sarkar)
A.D.S.R. Siliguri-II at Bagdogra

(Subhas Chandra Sarkar)
A.D.S.R. Siliguri-II at Bagdogra

State of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 25
Page from 322 to 334
being No 05890 for the year 2010.




(Subhas Chandra Sarkar) 03-August-2010
A.D.S.R. Siliguri-II at Bagdogra
Office of the ADSR Siliguri-II at Bagdogra
West Bengal