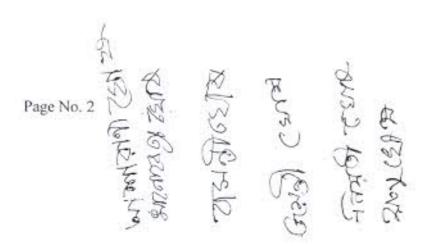


3591



# DEED OF SALE (CONVEYANCE)

Land measuring : 27-Decimal

Mouza : Rupsingh,

J.L. No. : 95,

Police Station : Naxalbari,

District : Darjeeling.

Consideration: Rs. 24,54,600/-

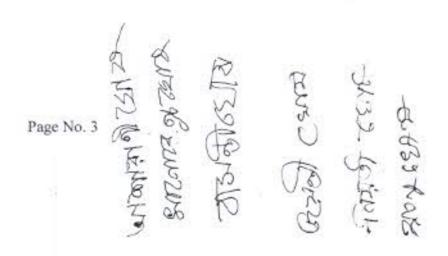
THIS INDENTURE IS MADE ON THIS THE 132L DAY OF MAY, TWO THOUSAND ELEVEN.

# BETWEEN

BALASON REALTORS (PRIVATE) LIMITED, a private Limited Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 17, R.N. Mukherjee Road, P.O. R.N. Mukherjee Road, P.S. 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 Dhirendra Nath Ghosh, who has been appointed to represent the Vendee/Purchaser is these presents by a Resolution dated 05.05.2011 adopted in the meeting of the Board of Directors of the Purchaser/Vendee. PAN – AAECB2020Q.

AND

Cordn.

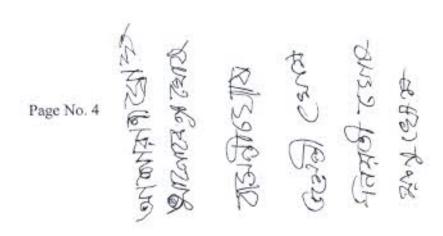


- 1. SMT. ASHARANI GHOSH, wife of Late Subodh Ghosh,
- SRI MANABENDRA GHOSH, son of Late Subodh Ghosh,
- SMT. BASANTI GHOSH, wife of Sri Manju Ghosh Daughter of Late Subodh Ghosh,
- SMT. JAYANTI GHOSH, wife of Sri Sushil Ghosh Daughter of Late Subodh Ghosh,
- SMT. NIYATI GHOSH, wife of Sri Jiban Krishna Ghosh Daughter of Late Subodh Ghosh,
- SRI RANU GHOSH, son of Late Subodh Ghosh,

both are Hindu by religion, Nationality Indian, resident of Rupsing 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 predecessors of Vendor No. 1 to 6 hereof Mr. Subodh Ghosh, son of Late Satish Chandra Ghosh was the absolute owner in possession by purchase of all that piece and parcel of land measuring 3.175 acre or 317.5 decimal, recorded in Khatian No. 166, included in R.S. Plot No. 159, 151, 150, corresponding to its L.R. Plot No. 195, 216, 243, situated within Mouza - RUPSINGH, J.L. No. 95, Police Station Naxalbari, District Darjeeling, by virtue of two separate registered Deed of Sale, registered in the office of the Sub Registrar, Siliguri on 19.03.1971 and the same was finally registered on the same date after depositing the stamp duty and recorded in Book No. I, being document No. 1697 for the year 1971 and thereafter Vendor hereof mutated his name in the office of the B.L. & L.R.O. Naxalbari with respect to his aforesaid land and a separate L.R. Khatian was finally published in his name, being L.R. Khatian No. 166, L.R. Plot No. 195, area 0.15 acre, L.R. Plot No. 216, area 1.16 acre, L.R. Plot No. 243, area 1.87 acre, of Mouza Rupsing, J.L.No. 95, P.S. Naxalbari, Dist. Darjeeling and after the death of Mr. Subodh Ghosh, his legal heirs namely Smt. Asha Rani Ghosh, Sri Manabendra Ghosh, Smt. Basanti Ghosh, Smt. Jayanti Ghosh, Smt. Niyati

Cendri.



Ghosh, Sri Ranu Ghosh and (Vendors No. 1 to 6 hereof) have been possessing and enjoying the said land having permanent heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

#### AND

WHEREAS now the Vendors hereof being in need of money for their own development plans and schemes has decided to sell and have also offered for sale a portion of land measuring 27 decimals out of above land measuring 318 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.

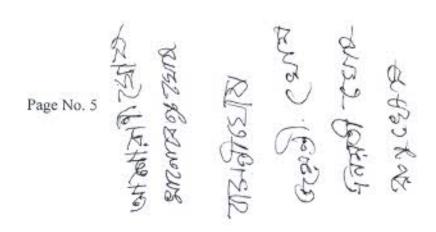
## AND

WHEREAS the Purchaser hereof relying on the aforesaid statement of the Vendor, has agreed to purchase the said land measuring 27-Decimal clearly delineated in the attached sketch map fully described in the schedule appended below and offered a price of the sum of Rs. 24,54,600/- (Rupees twenty four lakh fifty four thousand six hundred) only, free from all encumbrances and charges whatsoever.

## AND

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 his said below scheduled land to the Purchaser hereof at or for the price of the sum of Rs. 24,54,600/- (Rupees twenty four lakh fifty four thousand six hundred) 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.

(Englare

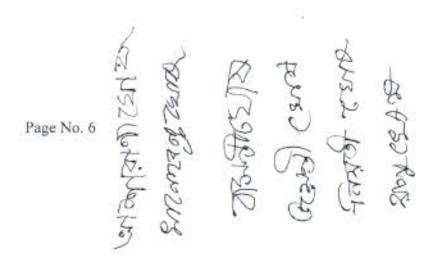


NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid offer, acceptance and also in consideration of the said sum of Rs. Rs. 24,54,600/- (Rupees twenty four lakh fifty four thousand six hundred) only, paid by the Purchaser to the Vendors hereof by cheque and cash today (the receipt whereof the Vendor does 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 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 VENDORS do hereby declare that the VENDORS do 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 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.

Grom.



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.

# SCHEDULE

ALL THAT PIECE OR PARCEL of vacant land measuring 27-decimal, recorded in

L.R. Khatian No.	R.S. Plot No.	L.R. Plot No.	Area
166	150	243	27 Decimals

of land is hereby sold by the Vendor to the Purchaser hereof by these presents, situated within Pargana Patharghata, Mouza - RUPSING, J.L. No. 95, Police Station Naxalbari, District Darjeeling, in the State of West Bengal. Gram Panchayat area, Classification of land Rupni, and the said demised land is butted and bounded as follows:-

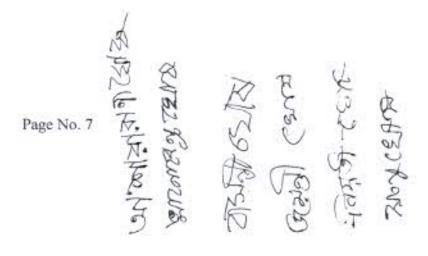
By the North: Land of Dhiren Ghosh;

By the South: Land of Hillcart Realtors (p) Ltd. and anothers;

By the East : Land of Hillcart Realtors (p) Ltd. and anothers;

By the West: Land of Gossainpur Realtors (p) Ltd. and anothers;

Within the aforesaid boundary 27-decimal of land is hereby sold by the Vendors to the Purchaser hereof by these presents and a map or plan annexed herewith forming part of these presents.



IN WITNESS WHEREOF the Vendor/s hereof in good health and conscious mind has/have put his/her/their signature on this Deed of Sale on the day, month and year hereinbefore mentioned.

## WITNESSES:

1. Ninmas Rot

S/o Late Deben Roy, Of Rupsingh Jote, Gossainpur, P.S. Bagdogra, Dist. Darjeeling.

Occupation: Business.

2. Krishna Orcean

S/o Sri Marowari Oraon,

Of Rupsingh Jote, Gossainpur,

P.S. Bagdogra,

Dist. Darjeeling.

Occupation: Business.

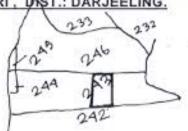
Drafted, read over and explained by me and computerized in my chamber:

Advocate / Siliguri.

Enrolment No.WB-1034 of 2002.

PART TRACE MAP OF MOUZA RUPSINGH, J.L. NO. 95, TOUJI NO.-91, PARGANA

PATHARGHATA, P.S.: NAXALBARI . DIST .: DARJEELING.



SCALE: 16" = 1 MILE

NAME OF VENDORS

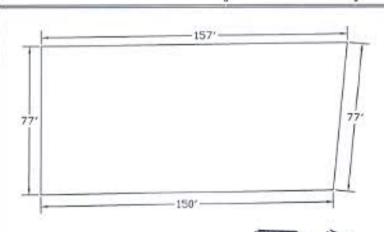
1. SMT.ASHARANI GHOSH WIFE OF LATE SUBODH GHOSH, 2. SRI MANABENDRA GHOSH, 3.SMT. BASANTI GHOSH WIFE OF MANJU GHOSH.4. SMT. JAYANTI GHOSH WIFE OF SRI SUSHIL GHOSH, 5, SMT. NIYATI GHOSH WIFE OF JIBAN KRISHNA GHOSH, 6, SRI RUNU GHOSH, NO. 2 TO 6 ALL ARE DAUGHTERS AND SONS OF LATE SUBODH GHOSH, OF NO. 1,2,5,6 GOSSAINPUR, P.O AND P.S BAGDOGRA, DISTRICT DARJEELING, NO. 3 CHANDBARJOTE, MEDICAL MORE, P.O SUSHRATHA NAGAR, P.S. MATIGARA, DIST. DARJEELING AND NO. 4 GHOSHPARA, DHUPGURI, P.O AND P.S. DHUPGURI, DIST JALPAIGURI ALL ARE LEGAL HEIR OF LATE SUBODH GHOSH.

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

LAND BOUND AND BUTTED

BY NORTH : LAND OF DHIREN GHOSH, BY SOUTH : LAI LAND OF HILL CART REALTORS AND OTHERS, BY WEST BY SOUTH : LAND OF HILL CART REALTORS AND OTHERS, BY EAST ; : GOSSAINPUR REALTORS.

PLOT NO.	KHATIAN NO.	AREA
R.S. – 150, L.R 243,	166	27.0 DECIMAL OR 0.27 ACRE



NAME OF PURCHASER

BALASON REALTORS PRIVATE LIMITED, OF R.N. MUKHERJEE ROAD. P.O. R.N. MUKHERJEE ROAD, P.S. HARE STREET. KOLKATA- 1.

SM WE of 72118

BUSDIE HELD

त्रवंदी (स्थाप) दुक्ति (स्थाप)

ZNY CEAP SIGNATURE OF SELLERS

SCALE: 1 INCHES = 50 FEET

FIG. NO.-1976707006

DRAWN BY:

YKNBhua Orecon UNDONTAN ZSN ZD RUPSING JOTE BAGDOGRA DARJERLING PIN-734014

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Passport Photo

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Signature

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Right Hand					

Signature

Finger Prints of

Passport Photo

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Left Hand					4
Right Hand					

BALASON REALTORS PRIVATE LIMITED

Signature

**Executive Officer** 

#### Government of West Bengal

Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the ADSR Siliguri-II at Bagdogra, District- Darjeeling Signature / LTI Sheet of Serial No. 03591 / 2011, Deed No. (Book - I , 03817/2011)

# I . Signature of the Presentant

Name of the Presentant	Signature with date
Asharani Ghosh	
	118M2H2D (8H20

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Asharani Ghosh Address -Rupsingh Jote, Thana:-Bagdogra, District:-Darjeeling, WEST BENGAL, India, P.O. :-Bagdogra	Self		ETI	न्त्रधायकार्य
			13/05/2011	13/05/2011	
2	Manabendra Ghosh Address -Rupsingh Jote, Thana:-Bagdogra, District:-Darjeeling, WEST BENGAL, India, P.O. :-Bagdogra	Self		LTI	97.22 017
			13/05/2011	13/05/2011	SVI OME OF TENS
3	Basanti Ghosh Address -Rupsingh Jote, Thana:-Bagdogra, District:-Darjeeling, WEST BENGAL, India, P.O. :-Bagdogra	Self	1	LTI	यात्रक्रिया
			13/05/2011	13/05/2011	
4	Jayanti Ghosh Address -Rupsingh Jote, Thana:-Bagdogra, District:-Darjeeling, WEST BENGAL, India, P.O. :-Bagdogra	Self		RTI	(देश्य) (देश्य
			13/05/2011	13/05/2011	Ni.

(Dhruba Dasgupta) A.D.S.R. Siliguri-II at Bagdogra Office of the ADSR Siliguri-II at Bagdogra

# Government of West Bengal Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the ADSR Siliguri-II at Bagdogra, District- Darjeeling Signature / LTI Sheet of Serial No. 03591 / 2011, Deed No. (Book - I , 03817/2011)

II . Signature of the person(s) admitting the Execution at Office.

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
5	Niyati Ghosh Address -Rupsingh Jote, Thana:-Bagdogra, District:-Darjeeling, WEST BENGAL, India, P.O. :-Bagdogra	Self	13/05/2011	LTI 13/05/2011	नित्रकी ८००
6	Ranu Ghosh Address -Rupsingh Jote, Thana:-Bagdogra, District:-Darjeeling, WEST BENGAL, India, P.O. :-Bagdogra	Self		LTI	20 Y ( ENS
			13/05/2011	13/05/2011	

Name of Identifier of above Person(s)

Nirmal Roy Rupsingh Jote, Gossainpur, Thana:-Bagdogra, District:-Darjeeling, WEST BENGAL, India, P.O. :-Bagdogra Signature of Identifier with Date

Vinnus Rop

13/05/11

Mrs. In

(Dhruba Dasgupta)
A.D.S.R. Siliguri-II at Bagdogra
Office of the ADSR Siliguri-II at Bagdogra



# Government Of West Bengal

#### Office Of the ADSR Siliguri-II at Bagdogra District:-Darjeeling

Endorsement For Deed Number: I - 03817 of 2011

(Serial No. 03591 of 2011)

On

#### Payment of Fees:

On 13/05/2011

#### 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:

Amount By Cash

Rs. 26994/-, on 13/05/2011

(Under Article: A(1) = 26994/- on 13/05/2011)

#### 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.-2454600/-

Certified that the required stamp duty of this document is Rs.- 122730 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

#### Deficit stamp duty

Deficit stamp duty Rs. 117750/- is paid, by the draft number 098190, Draft Date 11/05/2011, Bank Name State Bank of India, NORTH BENGAL UNIV CMPUS, received on 13/05/2011

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

Presented for registration at 14.02 hrs on :13/05/2011, at the Office of the ADSR Siliguri-II at Bagdogra by Asharani Ghosh, one of the Executants.

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

Execution is admitted on 13/05/2011 by

- Asharani Ghosh, wife of Late Subodh Ghosh, Rupsingh Jote, Thana:-Bagdogra, District:-Darjeeling, WEST BENGAL, India, P.O.:-Bagdogra, By Caste Hindu, By Profession: House wife
- Manabendra Ghosh, son of Late Subodh Ghosh, Rupsingh Jote, Thana:-Bagdogra, District:-Darjeeling, WEST BENGAL, India, P.O.:-Bagdogra, By Caste Hindu, By Profession: Business

 Basanti Ghosh, wife of Sri Manju Ghosh, Rupsingh Jote, Thana:-Bagdogra, District:-Darjeeling, WEST BENGAL, India, P.O.:-Bagdogra, By Caste Hindu, By Profession: House wife

> ( Dhruba Daagupta ) A.D.S.R. Siliguri-II at Bagdogra

EndorsementPage 1 of 2

3

13/05/2011 16:14:00



## Government Of West Bengal

#### Office Of the ADSR Siliguri-II at Bagdogra District:-Darieeling

## Endorsement For Deed Number : I - 03817 of 2011 (Serial No. 03591 of 2011)

- Jayanti Ghosh, wife of Sri Sushil Ghosh, Rupsingh Jote, Thana:-Bagdogra, District:-Darjeeling, WEST BENGAL, India, P.O.:-Bagdogra, By Caste Hindu, By Profession: House wife
- Niyati Ghosh, wife of Sri Jiban Krishna Ghosh, Rupsingh Jote, Thana:-Bagdogra, District:-Darjeeling, WEST BENGAL, India, P.O.:-Bagdogra, By Caste Hindu, By Profession: House wife
- Ranu Ghosh, son of Late Subodh 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, Gossainpur, Thana:-Bagdogra, District:-Darjeeling, WEST BENGAL, India, P.O. :-Bagdogra, By Caste: Hindu, By Profession: Business.

( Dhruba Dasgupta ) A.D.S.R. Siliguri-II at Bagdogra

( Dhruba Dasgupta )

A.D.S.R. Siliguri-II at Bagdogra

EndorsementPage 2 of 2

#### Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 10 Page from 2412 to 2428 being No 03817 for the year 2011.



(Dhruba Dasgupta) 17-May-2011 A.D.S.R. Siliguri-II at Bagdogra Office of the ADSR Siliguri-II at Bagdogra

West Bengal