

DEED OF SALE (CONVEYANCE)

(Courd)



# DEED OF SALE (CONVEYANCE)

Land measuring : 54 Decimal

Mouza : Rupsingh,

J.L. No. : 95,

Police Station : Naxalbari,

District : Darjeeling.

Consideration: Rs. 24,30,000/-

THIS INDENTURE IS MADE ON THIS THE 19th DAY OF

Seftember TWO THOUSAND EIGHT.

# BETWEEN

Clerd.



M/S RUPSING 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, Kolkata, 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 Linitendra 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 – AADCR7129R.

## AND

SRI GOURANGA CHANDRA SARKAR, son of Late Nishikanta Sarkar, I indu by religion, Nationality Indian, Agriculture by occupation, resident of, Lagdogra, 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.

Condi

WHEREAS the Vendor hereof Sri Gouranga Chandra Sarkar is the absolute owner by purchase of all that piece or parcel of land measuring 0.54 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 Ashilal Singhayof Late Umakanta Singh, of Gossainpur, P.O. Bagdogra, P.S. Naxalbari, Dist. Darjeeling on 11.09.1975, registered in the office of the then Sub-Registrar, Siliguri, District Darjeeling and recorded in Book No. I, Volume No.88, Pages 38 to 40, being document No. 6938 for the year 1975 and thereafter said Sri Gouranga Chandra Sarkar, mutated his name in the office of the B.L. & L.R.O. Naxalbari at Naxalbari, Dist. Darjeeling with respect to his aforesaid land measuring 0.54 acre and then a separate Khatian was finally published in the name of said Sri Gouranga Chandra Sarkar, being L.R. Khatian No. 28 and as such from the date of such purchase the said Sri Gouranga Chandra Sarkar the absolute and exclusive owner of land measuring 0.54 Acres and got

## AND

permanent heritable and transferable right, title and interest therein free from

all encumbrances and charges whatsoever.

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 the said land measuring 54-Decimal, clearly delineated in the attached sketch map, which is fully described in the schedule appended below,

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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 54-Decimal clearly delineated in the attached sketch map fully described in the schedule appended below and offered a price of the sum of Rs. 24,30,000/- (Rupees Twenty four lacs thirty thousand) only, free from all encumbrances and charges whatsoever.

## AND

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. 24,30,000/- (Rupees Twenty four lacs thirty 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.

Cord.



NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid offer, acceptance and also in consideration of the said sum of Rs. 24,30,000/- (Rupees Twenty four lacs thirty thousand) only, paid by the Purchaser to the Vendora hereof as detailed in Memo of Consideration below (the receipt whereof the Vendor does hereby acknowledge and grant full discha ge 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 absolutely by the Purchaser forever peaceably and quietly without any interference or interruption from the Vendors or any person or persons claiming under him, 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 even 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

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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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Page No. 8



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# SCHEDULE

ALL THAT PIECE OR PARCEL of vacant land measuring 54 decimal, recorded in Khatian No. 28.

R.S. Plot No. 194, area 54.00 Decimal,

corresponding to its

L.R. Plot No. 274 (P) area measuring 54.00-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 Brojendra Nath Ghosh;

By the South:

Land of Mr. Himangshu Das;

By the East :

Nala;

By the West:

Land of Dharta Singh;

Condri.



Within the aforesaid boundary 54 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. 6029 dated 17.09.2008 of Rs. 24,30,000/-.

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. Ninmal Rol Ho Deben Roy Rupsingh John, Gossainfun, P.S-Bag Dagras Day whing Business

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

2. Some North Ghosh Stolate 3 Ayendra North Ghosh Gosson Mar. Dayeling.

Advocate / Siliguri.
Enrolment No. U.S-1034/01

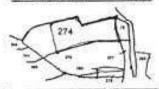
# MEMO OF CONSIDERATION

 SRI GOURANGA CHANDRA SARKAR, son of Late Nishikanta Sarkar, Hindu by religion, Nationality Indian, Agriculture 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. 24,30,000/- (Rupees twenty four Lakhs thirty thousand) only from the Vendee M/s. Rupsing Realtors Private Limited in the following manner —

Rs. 20, 68,500 - (Rupees Twenty Law sixty eight thomand bire hundred in cash.

Lit. 906 aousunga chundrun by the Pemol Naismal Roy

#### PART TRACE MAP OF MOUZA RUPSINGH, J.L. NO. 95, TOUJI NO.-91, PARGANA - PATHARGHATA, P.S.: NAXALBARI, DIST.: DARJEELING. SCALE: 16" = 1 MILE



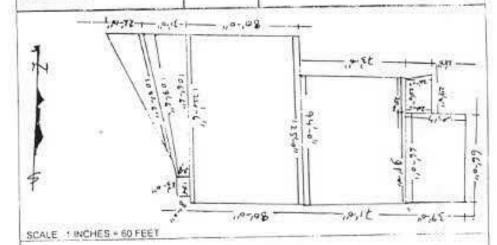
NAME OF VENDOR

SRI GOURANGA CHANDRA SARKAR SIO LATENISHIKANTA SARKAR OF HAGDOGIA,
P.O. BAGDOGRA, P.S. NAXALBARI, DIST. DARJEELING.

# SITE PLAN OF PROPOSED LAND AS PER POSSESSION

LAND BOUND AND BUTTED LAND OF SHI BROJENORA NATH GHOSH © BY SOUTH LAN AST NALA, © BY WEST LAND OF SHI DHARTA SINGH LAND OF HIMANGSHU AREA KHATIAN NO

194 -OLO -PART AND 274 -NEW - PART 54 DECIMAL OR 0 54 ACRE 28



#### NAME OF PURCHASER

RUPSINGH REALTORS PYT. LTD., OF 17 NO., R.N. MUKHERJEE ROAD.

KULKATA, DRAWN BY

GOSSAINPUR BAGDOGRA LANJEELING, PIN 734014 SL. No. Gr266/F. 1.5 S 196

by the Pen of Minmed Roy

Finger Finger assport Finger Photo Left Hand Right Hand Barun THU Signature Rupsing Realtors (Private) Limited Inger Prints of -Executive Officer Fore Ring Middle Little Thumb Finger Finger Finger Finger Passport Photo eft Hand kight land Signature **Finger Prints of** Middle Fore Little Ring Thumb Finger Finger Finger Finger Passport Photo Left land Right Hand

Fore

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Finger Prints of Fore Middle Ring Little Thumb Finger Finger Finger assport Finger Photo Left Hand Right Hand Signature four of wygmal Rol Finger Prints of LTI of Govranga Churca savuar by the Pan of WigmalRot Fore Middle Ring Little Thumb Finger Finger Finger Passport Finger Photo Left Hand OHOGE. Right Hand Signature Finger Prints of Fore Middle Ring Little Thumb Finger Passport Finger Finger Finger Photo Left Hand Right Hand W. Signature

## Government Of West Bengal Office of the ADSR Siliguri-II at Bagdogra BAGDOGRA

Endorsement For deed Number :1-05498 of :2008 (Serial No. 04412, 2008)

19/09/2008

## esentation(Under Section 52 & Rule 22A(3) 48(1))

esented for registration at 20.00 hrs. on :19/09/2008 at the Private residence by Gouranga Chandra Sarkar Executant

#### Imission of Execution(Under Section 58)

ecution is admitted on 19/09/2008 by

Gouranga Chandra Sarkar, son of Late Nishikanta Sarkar ,Bagdogra P. O. - Bagdogra Dist. - Darjeeting Thanal Naxaltian, By caste Hindu, by Profession: Cultivation antified By Hirmal Roy, son of Deben Roy Rupsingh Jote, Gossainpur P. O. - Bagdogra Dist. - Darjeeting Thanal ixalbari, by Laste Hindu By Profession: Business.



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

n 22/09/2008

rtificate c: Admissibility(Rule 43)

missible u. lier rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A. Article number: 23 of tian Stamp. Lot 1899, also under section 5 of West Bengal Land Reforms Act, 1955. Court fee stamp paid Rs. 10 00.

yment of :: es:

e Paid in r...ees under article. A(1) = 26719/- on:22/09/2008

rtificate c Market Value(WB PUVI rules 1999)

rtified that - e market value of this property which is the subject matter of the deed has -been assessed at Rs-30000/-

rufied that the required stamp duty of this document is Rs 121500 /- and the Stamp duty paid as: Impresive Rs 5000.

f stam duty

ficit stamp | uty Rs 116560/- is paid, by the draft number 246134, Draft Date 18/09/2008 Bank Name STATE BANK OF DIA, N b.u. impus branch , received on :22/09/2008

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

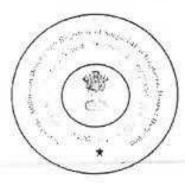
> [Subhas Chandra All kar] A.D.S.R. Siliguri-II at Bagdogra

Office of the Additional District Sub-Registrar of Siliguri-II at Bagdogra Govt. of West Bengal

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# lificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 15 Page from 4641 to 4656 being No 05498 for the year 2008.



(Subhas Chandra Sarkar) 22-September-2008 A.D.S.R. Siliguri-II at Bagdogra Office of the ADSR Siliguri-II at Bagdogra West Bengal