

10 4302/2009 T 5766 dt 7.10.2009



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

646286

689/09

CERTIFIED THAT THE DOCUMENT
ADMITTED TO REGISTRATION, THE
NATURE SHEET AND THE ENDORSEMENT
SHEETS ATTACHED TO THIS DOCUMENT
ARE THE TRUE AND CORRECT
COPIES OF THE ORIGINAL
SUBMITTED BY THE REGISTRAR
6/10/09

Page No. 1

DEED OF SALE (CONVEYANCE)

689/09

DEED OF SALE (CONVEYANCE)

Land measuring	: 39 Decimal
Mouza	: Rupsingh,
J.L. No.	: 95,
Police Station	: Naxalbari,
District	: Darjeeling.
Consideration	: Rs. 17,55,000/-

THIS INDENTURE IS MADE ON THIS THE 6th DAY OF
OCTOBER 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

SRI DHIRAJ GHOSH, son of Sri Dhirendra 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 **VENDOR** (which expression shall mean and include unless excluded by or repugnant to the context his heirs or heiresses, executors, successors, legal representative, administrators and assigns) of the **OTHER PART**.

WHEREAS the Vendor hereof Sri Dhiraj Ghosh is the absolute owner by purchase of all that piece or parcel of land measuring 64 decimals or 0.64 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 Brojendra Nath Ghosh, son of Late Jogendra Nath Ghosh, of Rupsingh Jote, P.S. Naxalbari, Dist. Darjeeling on 05.06.2009, registered in the office of the then addl. District Sub-Registrar, Siliguri -II, at Bagdogra, District Darjeeling and recorded in Book No. I, CD Volume No. 9, Pages 4931 to 4945, being document No. 3427 for the year 2009 and as such from the date of such purchase the said Sri Dhiraj Ghosh the absolute and exclusive owner of land measuring 64 decimal and got 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 the said land measuring 39-Decimal out of his aforesaid total land measuring 64 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.





A N D

WHEREAS the Purchaser hereof relying on the aforesaid statement of the Vendor, has agreed to purchase the said land measuring 39-Decimal clearly delineated in the attached sketch map fully described in the schedule appended below and offered a price of the sum of Rs. 17,55,000/- (Rupees seventeen lakh fifty five 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. 17,55,000/- (Rupees seventeen lakh fifty five 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. 17,55,000/- (Rupees seventeen lakh fifty five 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





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.





SCHEDULE

ALL THAT PIECE OR PARCEL of vacant land measuring 39-decimal, recorded in Khatian No. 85, R.S. Plot No. 193, corresponding to its L.R. Plot No. 273 (P) area measuring 39-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 Rupsingh Realtors Pvt. Ltd. and Kalyan Bose;
By the South : Land of Rupsingh Realtors Pvt. Ltd. and Dhiraj Ghosh;
By the East : Land of Vendor;
By the West : Land of Dharma Singh;

Within the aforesaid boundary 39-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. 9503 dated 30.09.2009 of Rs. 17,55,000/-.





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

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

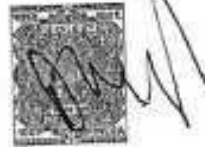
Drafted, read over and explained
by me and computerized in my
chamber:

Himanta Mohanta
Advocate / Siliguri.
Enrolment No. *W 9-1034/02*

MEMO OF CONSIDERATION

I, SRI DHIRAJ GHOSH, son of Sri Dhirendra 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 the Vendor of these presents do hereby acknowledge and confirm the receipt of entire sale price / consideration money of Rs. 17,55,000/- (Rupees seventeen lakh fifty five thousand) only from the Vendee Gossainpur Realestate Private Limited in the following manner –

Rs. 17,55,000/- (Rupees seventeen lakh fifty five thousand) only in cash.

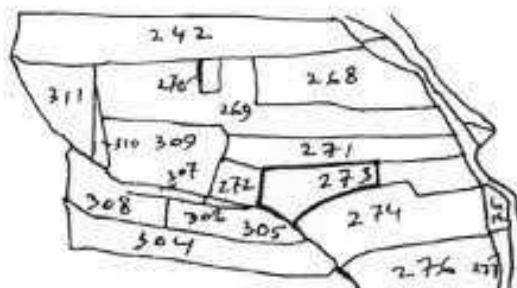


Signature of the Vendor / Seller



PART TRACE MAP OF
MOUZA RUP Singh, J.L.
NO.95, P.S.- NAXALBARI,
TODI NO. 91, PARGANA-
PATHARGHATA, DISTRICT-
DARJEELING,

SCALE: 16" = 1 MILE



NAME OF VENDOR

SRI DHIRAJ GHOSH SON OF SRI DHIRENDRA NATH
GHOSH OF RUP Singh JOTE, GOSSAINPUR, P.O.-
BAGDOGRA, P.S. NAXALBARI, DIST. - DARJEELING.

SCALE 1 INCHES = 60 FEET

SITE PLAN OF PROPOSED LAND AS PER
POSSESSION

PLOT NO.	KHATIAN NO.
R.S.-193, L.R.-273	85

AREA

39.0 DECIMAL OR 0.39 ACRE

LAND BOUND AND BUTTED

BY NORTH : LAND OF RUP Singh REALTORS AND
KALYAN BOSE, BY SOUTH : LAND OF RUP Singh
REALTORS AND DHIRAJ GHOSH, BY EAST : VENDOR,
BY WEST : LAND OF DHARMA SINGH

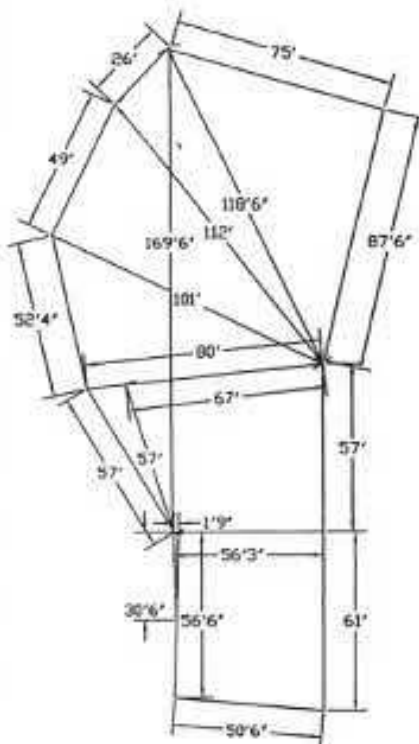
NAME OF PURCHASER

GOSSAINPUR REALESTATE PRIVATE
LIMITED OF NICCO HOUSE, 2 NO.
HARE STREET, KOLKATA-1.









DRAWN BY:

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


SIGNATURE OF SELLER




Finger Prints of _____

	Passport		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 _____

Finger Prints of _____

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

Signature _____

Government Of West Bengal
Office of the ADSR Siliguri-II at Bagdogra
BAGDOGRA
Endorsement For deed Number :I-05766 of :2009
(Serial No. 04802, 2009)

On 06/10/2009

Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 20.00 hrs on :06/10/2009, at the Private residence by Dhiraj Ghosh, Executant.

Admission of Execution(Under Section 58)

Execution is admitted on 06/10/2009 by

1. Dhiraj Ghosh, son of Sri Dharendra Nath Ghosh, Gossainpur P. O. - Bagdogra Dist - Darjeeling, Thana Naxalbari, By caste Hindu, by Profession : Business
Identified By Some Nath Ghosh, son of Lt. Satyendra Nath Ghosh Gossainpur 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 07/10/2009

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) = 19294/- on:07/10/2009

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- 1755000/-

Certified that the required stamp duty of this document is Rs 87750 /- and the Stamp duty paid as: Impresive Rs- 5000

Deficit stamp duty

Deficit stamp duty Rs 82750/- is paid, by the draft number 090360, Draft Date 06/10/2009 Bank Name STATE BANK OF INDIA, N.b.u.campus Branch., received on :07/10/2009.

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 18
Page from 2129 to 2141
being No 05766 for the year 2009.



(Subhas Chandra Sarkar) 07-October-2009
A.D.S.R. Siliguri-II at Bagdogra
Office of the ADSR Siliguri-II at Bagdogra
West Bengal