

8551 2011

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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

A 248416

CERTIFIED THAT THE DOCUMENT PRESENTED TO  
REGISTRATION, THE SIGNATURE AND  
THE EMPLOYMENT OF THE SIGNATURE  
DOCUMENT ARE THE SAME AS THE DOCUMENT  
ADMITTED TO REGISTRATION  
AT BHOOGRAH, DISTRICT  
SRI GURU AT BHOOGRAH, DISTRICT  
Page No. 1

*Disworld do*

DEED OF CONVEYANCE (SALE)

*Discussed with*

## DEED OF SALE (CONVEYANCE)

Land measuring	: 09-Decimal
Mouza	: Bairatisal,
J.L. No.	: 70,
Police Station	: Matigara,
District	: Darjeeling.
Consideration	: Rs. 8,18,000/-

THIS INDENTURE IS MADE ON THIS THE 8<sup>th</sup> DAY OF  
November, 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 Dharendra 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.

A N D

*Biswajit Ghosh*

**SRI BISWAJIT GHOSH**, son of Late Bijoy Ghosh, Hindu by religion, Nationality Indian, Business by Occupation, resident of Rupsing Jote, P.O. & P.S. Bagdogra, 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**.

WHEREAS the Vendor hereof Sri Biswajit Ghosh, is the absolute owner by purchase of all that piece or parcel of land measuring 36 decimals, recorded in Khatian No. 1489,

R.S. Plot No. 204, L.R. Plot No. 46 (P), area 18 decimal,

R.S. Plot No. 206, L.R. Plot No. 48 (P), area 09 decimal,

R.S. Plot No. 431, L.R. Plot No. 47 (P), area 03 decimal and

R.S. Plot No. 432, L.R. Plot No. 47 (P), area 06 decimal,

situated within the Mouza – Matigara, J.L. No. 70, Pargana – Patharghata, P.S. Matigara, Dist. Darjeeling, by virtue of a registered Deed of Sale, executed and presented by Smt. Pipalswari Singha, wife of Sri Naren Kumar Singha of Bairatisal, P.O. New Rangia, P.S. Matigara, Dist. Darjeeling on 09.03.2010 in the office of the Addl. Dist. Sub-Registrar, Siliguri-II, at Bagdogra, District Darjeeling and recorded in Book No. I, CD Volume No. 8, Pages from 781 to 793, being document No. 1780 for the year 2010 and thereafter Vendor hereof mutated his name in the office of the B.L. & L.R.O. Matigara, District Darjeeling, with respect to his aforesaid land and a separate L.R. Khatian was finally published in his name, being L.R. Khatian No. 4012, of Mouza - Bairatisal, J.L. No. 70, P.S. Matigara, Dist. Darjeeling and as such from the date of such purchase, the vendor hereof is the absolute and exclusive owner in possession of above land measuring 36 decimals and got permanent heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

A N D

*Biswajit Chel*

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 a portion of land measuring 09 decimals out of above total land measuring 36-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 Vendors, has agreed to purchase the said land measuring 09-decimals clearly delineated in the attached sketch map fully described in the schedule appended below and offered a price of the sum of Rs. 8,18,000/- (Rupees eight lakh eighteen 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, has 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. 8,18,000/- (Rupees eight lakh eighteen 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. Rs. 8,18,000/- (Rupees eight lakh eighteen thousand) only, paid by the Purchaser to the Vendor hereof by cheque today (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

*Biswanil Chak*

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 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 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 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.

*Biswajit Das***SCHEDULE**

**ALL THAT PIECE OR PARCEL** of vacant land measuring 09-decimal, recorded in

L.R. Khatian No.	R.S. Plot No.	L.R. Plot No.	Area
4012	431	47	03 Decimals
4012	432	47	06 Decimals

of land is hereby sold by the Vendors to the Purchaser hereof by these presents, situated within Pargana Patharghata, Mouza - Bairatisal, J.L. No. 70, Police Station Matigara, District Darjeeling, in the State of West Bengal. Gram Panchayat area, Classification of land Balu, and the said demised land is butted and bounded as follows:-

By the North : Land of Vendor;  
By the South : Land of Vendor;  
By the East : Land of Vendor;  
By the West : Land of Hill Cart Realtors Pvt. Ltd.;

Within the aforesaid boundary 09-decimal of land is hereby sold by the Vendor to the Purchaser hereof by these presents and a map or plan annexed herewith forming part of these presents.

Beiswaridh

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

**WITNESSES :**

1. *Ninmat Röt*

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

2. *Yashna Oraon*

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:

*Himadri Mohanta*

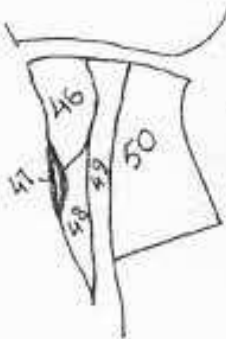
Advocate / Siliguri.

Enrolment No. WB-1034 of 2002.



PART TRACE MAP OF MOUZA BAIRATISAL, J.L. NO. 70, P.S.- MATIGARA, TOUJI NO. 91,  
PARGANA- PATHARGHATA, DISTRICT- DARJEELING.

SCALE : 1.5" = 1 MILE



SCALE 1 INCHES = 100-FEET

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

SITE PLAN OF PROPOSED LAND AS PER  
POSSESSION

PLOT NO.	KHATIAN NO.
<u>R.S.-431, L.R.-47 (P)- 3.0 DEC.</u>	<u>4012</u>
<u>R.S.-432, L.R.-47(P)- 6.0 DEC.</u>	

AREA

9.0 DECIMAL OR 0.9 ACRE

LAND BOUND AND BUTTED  
BY NORTH : LAND OF VENDOR, BY SOUTH : LAND  
OF VENDOR, BY EAST : LAND OF VENDOR, BY WEST  
: LAND OF HILL CART REALTORS PVT. LTD.,

NAME OF VENDOR  
SRI BISWAJIT GHOSH SON OF LATE BIJOY  
GHOSH OF RUPSINGHJOTE, P.O. AND P.S. -  
BAGDOGRA, DIST.- DARJEELING.

DRAWN BY:  
*Rupsingh Jote*  
RUPSING JOTE BAGDOGRA  
DARJEELING PIN-734014  
REGD. NO.- 1976707006



100

*Biswajit Ghosh*  
SIGNATURE OF SELLER



Finger Prints of \_\_\_\_\_

Passport  
Photo



*BeSwarjit Chak*

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

*BeSwarjit Chak*  
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



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

**Endorsement For Deed Number : I - 08938 of 2011**  
**(Serial No. 08551 of 2011)**

**On**

**Payment of Fees:**

**On 08/11/2011**

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

Presented for registration at 17.42 hrs on 08/11/2011, at the Private residence by Biswajit Ghosh  
Executant.

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

Execution is admitted on 08/11/2011 by

1 Biswajit Ghosh, son of Late Bijoy 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

**On 09/11/2011**

**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. 19635/- on 09/11/2011

( Under Article A(1) = 19635/- on 09/11/2011 )

**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.-1785579/-

Certified that the required stamp duty of this document is Rs.- 89279 /- and the Stamp duty paid as  
Impressive Rs.- 5000/-

**Deficit stamp duty**

( Dhruba Dasgupta )  
A.D.S.R. Siliguri-II at Bagdogra  
EndorsementPage 1 of 2

09/11/2011 17:09:00



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

Endorsement For Deed Number : I - 08938 of 2011  
(Serial No. 08551 of 2011)

Deficit stamp duty Rs. 84300/- is paid, by the draft number 280637, Draft Date 08/11/2011, Bank Name  
State Bank of India, NORTH BENGAL UNIV CMPUS, received on 09/11/2011

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

( Dhruva Dasgupta )  
A.D.S.R. Siliguri-II at Bagdogra  
EndorsementPage 2 of 2



*[Handwritten signature]*

(Dhruba Dasgupta) 19-November-2011  
A.D.S.R. Siliguri-II at Bagdogra  
Office of the ADSR Siliguri-II at Bagdogra  
West Bengal