I 4246 DT-16-12-10 1 91-8240/2010 भारतीय गैर न्यायिक INDIA NON JUDICIAL Rs.5000 ফ.5000 300 FIVE THOUSAND RUPEES AIMDIA ूशिकियवङ्ग पश्चिम ह्रांगाल WEST BENGAL 985590 LOL DIST SUB-REGISTRA Page No. 1 DEED OF SALE (CONVEYANCE)



## DEED OF SALE (CONVEYANCE)

: 13-Decimal Land measuring

: Rupsingh, Mouza

: 95, J.L. No.

: Naxalbari, Police Station

: Darjeeling. District

: Rs. 9,45,750/-Consideration

THIS INDENTURE IS MADE ON THIS THE 15th DAY OF

December TWO THOUSAND TEN

#### BETWEEN

BAGDOGRA REALTORS (PRIVATE) LIMITED, a private Limited Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 51-B, Gariahat Road, Flat No. 307, P.O. Ballyegang, P.S. Goriahat, Kolkata - 700019, 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 10.08,2010 adopted in the meeting of the Board of Directors of the Purchaser/Vendee, PAN - AAECB2021R.

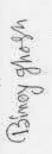
Biney gresh

SRI BINOY GHOSH, son of Late Bijoy Ghosh, Hindu 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/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 Binoy Ghosh is the absolute owner by way of gift of all that piece or parcel of land measuring 13 Decimals or 0.13 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 Md. Akbar Khan, son of Late Md. Akbar Khan, of Masjidpara, Airport More, Bagdogra, P.S. Bagdogra, Dist. Darjeeling on 12.11.10 registered in the office of the Addl. Dist. Sub-Registrar, Siliguri-II, at Bagdogra, District Darjeeling and recorded in Book No. I, CD Volume No. 31, Pages from 3366 to 3375, being document No. 8331 for the year 2010 and as such from the date of such gift, the said Sri Binoy Ghosh is the absolute and exclusive owner of land measuring 0.13 acre respectively and got permanent heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

#### AND

WHEREAS now the Vendor hereof being in need of money for his own development plans and schemes has decided to sell and have also offered for sale the said land measuring 13-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.



WHEREAS the Purchaser hereof relying on the aforesaid statement of the Vendor, has agreed to purchase the said land measuring 13-Decimal clearly delineated in the attached sketch map fully described in the schedule appended below and offered a price of the sum of Rs. 9,45,750/- (Rupees Nine lakh forty five thousand seven hundred fifty hundred) 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 their said below scheduled land to the Purchaser hereof at or for the price of the sum of Rs. 9,45,750/- (Rupees Nine lakh forty five thousand seven hundred fifty 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.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid offer, acceptance and also in consideration of the said sum of Rs. 9,45,750/- (Rupees Nine lakh forty five thousand seven hundred fifty hundred) only paid by the Purchaser to the Vendor hereof in cash 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 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.

Page No. 5

Binoy ghogh

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 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 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 13-decimal, recorded in

L.R. Khatian No.	R.S. Plot No.	L.R. Plot No.	Area	
157	163 /	224	01-Decimals 12-Decimals	
157	173	250		

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 Gossainpur Realtors Pvt. Ltd.;

By the South: Land of Gossainpur Realtors Pvt. Ltd.;

By the East : Land of Mouza Bairatisal;

By the West : Land of Gossainpur Realtors Pvt. Ltd.;

Within the aforesaid boundary 13-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. 16231 dated 13.12.2010 of Rs. 9,45,750/-.

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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 Ninmad ROT

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

2.

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:

Advocate / Siliguri.
Enrolment No. Wrs-1034/02

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

NAME OF VENDORS

SRI BINOY GHOSH SON OF LATE BIJOY GHOSH OF RUPSINGJOTE, P.O. BAGDOGRA, P.S. BAGDOGRA, DIST - DARJEELING ...

SITE PLAN OF PROPOSED LAND AS PER POSSESSION

PLOT NO.	KHATIAN NO.
R.S163 (P) L.R224(P)1.0 DC. R.S173 (P).L.R250(P)12.0 DC.	157

### AREA 13.0 DECIMAL OR 0.13 ACRE

LAND BOUND AND BUTTED - PLOT 224 BY MORTH : LAND OF GOSSAINPUR REALESTATE PYT.
LTD. BY SOUTH : LAND OF GOSSAINPUR
PEALESTATE PYT. LTD. BY EAST : BAIRATISAL MOUZA
BY WEST : LAND OF GOSSAINPUR REALESTATE PYT. LTD.

NAME OF PURCHASER BAGDEOGRA REALTORS PRIVATE LIMITED. 51. B, GARIAHAT ROAD, FLAT NO. 307, P.S.-GARIAHAT, KOLKATA-700 019.

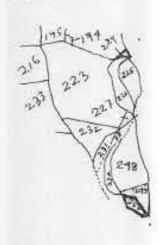
DRAWNBY:

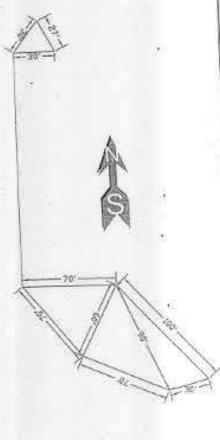
runchna Oruan RUPSING JOTE BAGDOGRA DARJEEUNG PIN-734014 REGO, NO.- 1976707008

Binoy guosh

SIGNATURE OF SELLER

SCALE 1 INCHES = 65 FEET







Binoy grown

Finger Prints of

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand			0		
Right Hand		41.55 546.55			

Bingy ghosh Signature

Finger Prints of

Passport Photo

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand	1				41

Signature

Passport Photo



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand		0	0		
Right Hagd					

Executive Officer

Signature



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

### Endorsement For Deed Number: 1 - 09246 of 2010 (Serial No. 08240 of 2010)

#### On

#### Payment of Fees:

On 15/12/2010

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

Presented for registration at 20.10 hrs on :15/12/2010, at the Private residence by Binoy Ghosh Executant.

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

Execution is admitted on 15/12/2010 by

1. Binoy 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. :- , By Caste: Hindu, By Profession: Business.

( Partha Sarathi Chakrabarty ) A.D.S.R. Siliguri-II at Bagdogra

#### On 16/12/2010

# 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:

Amount By Cash

Rs. 10395/-, on 16/12/2010

( Under Article ; A(1) = 10395/- on 16/12/2010 )

## 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.-945750/-

Certified that the required stamp duty of this document is Rs.- 47288 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

( Partha Sarathi Chakrabarty ) A.D.S.R. Siliguri-II at Bagdogra

EndorsementPage 1 of 2



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

Endorsement For Deed Number: 1 - 09246 of 2010

(Serial No. 08240 of 2010)

Deficit stamp duty Rs. 42300/- is paid, by the draft number 096691, Draft Date 15/12/2010, Bank Name State Bank of India, NORTH BENGAL UNIV CMPUS, received on 16/12/2010

( Partha Sarathi Chakrabarty ) A.D.S.R. Sliguri-II at Bagdogra

> ( Partha Sarathi Chakrabarty ) A.D.S.R. Siliguri-II at Bagdogra

16/12/2010 16:25:00 EndorsementPage 2 of 2

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

Registered in Book - I CD Volume number 33 Page from 4851 to 4863 being No 09246 for the year 2010.



(Partha Sarathi Chakrabarty) 16-December-2010 A.D.S.R. Siliguri-II at Bagdogra Office of the ADSR Siliguri-II at Bagdogra

West Bengal