

DEED OF SALE (CONVEYANCE)

Land measuring : 33 Decimal

Mouza

: Rupsingh,

J.L. No.

: 95,

Police Station

: Naxalbari,

District

: Darjeeling.

Consideration

: Rs. 14,85,000/

THIS INDENTURE IS MADE ON THIS THE 77%, DAY OF TWO THOUSAND NINE.

BETWEEN

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 Dhirendra 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.

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AND

SRI SANKAR GHOSH, son of Late Nafar Chandra Ghosh, Hindu by religion, Nationality Indian, Service by occupation, resident of Gossainpur, 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.

WHEREAS the Vendor hereof Sri Sankar Ghosh is the absolute owner by purchase of all that piece or parcel of land measuring 0.33 Acres, situated within the Mouza - Rupsing, J.L. No. 95, Pargana - Patharghata, P.S. Naxalbari, Dist. Dariceling, by virtue of a registered Deed of Sale, executed and presented by Sri Sunil Chowdhury, son of Sri Debendra Nath Choedhury, of Saktigarh, P.S. Bhaktinagar, Dist Jalpaiguri on 29.06.1981, registered in the office of the then Sub-Registrar, Siliguri, District Darjeeling and recorded in Book No. I, Volume No. 84, Pages 102 to 106, being document No. 4110 for the year 1981 and thereafter said Sri Sankar Ghosh, mutated his name in the office of the B.L. & L.R.O. Naxalbari at Naxalbari, Dist. Darjeeling with respect to her aforesaid land measuring 0.33 acre and then a separate Khatian was finally published in the name of said Sri Sankar Ghosh, being L.R. Khatian No. 575 and as such from the date of such purchase the said Smt. Namita Das the absolute and exclusive owner of land measuring 0.33 Acres 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 has also offered for sale

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the said land measuring 33-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.

AND

WHEREAS the Purchaser hereof relying on the aforesaid statement of the Vendor, has agreed to purchase the said land measuring 33-Decimal clearly delineated in the attached sketch map fully described in the schedule appended below and offered a price of the sum of Rs. 14,85,000/- (Rupees fourteen lakh eighty five 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. 14,85,000/- (Rupees fourteen lakh eighty 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. 14,85,000/-(Rupces fourteen lakh eighty 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

Conda.



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 33-decimal, recorded in Khatian No. 575, R.S. Plot No. 220, corresponding to its L.R. Plot No. 300 (P) area measuring 33-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 Dwijendra nath Ghosh;

By the South: Land of Hudru, Bhdru and others;

By the East : Land of Kalyan Bose;

By the West: Land of Minarani Ghosh;

Within the aforesaid boundary 33-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 – 11, at Bagdogra, Dist. Darjeeling Vide its Query No. 4251 dated 22.04.2009 of Rs. 14,85,000/-.

Cours.

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. Some Nath Glosh

S/o Late Satyendra Nath Ghosh, Of Gossainpur, P.S. Naxalbari,

Dist. Darjeeling

Occupation: Business

2. Linnal Ril S/o Sri Debt Roy. Of Rupsingh Jote, Gossainpur, P.S. Naxalbari, Dist. Darjeeling.

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

Advocate / Siliguri

Enrolment No. Calify 1634/02.

MEMO OF CONSIDERATION

I SRI SANKAR GHOSH, son of Late Nafar Chandra Ghosh, Hindu by religion, Nationality Indian, Service by occupation, resident of Gossainpur, P.O. Bagdogra, P.S. Naxalbari, District Darjecling, the Vendor of these presents do hereby acknowledge and confirm the receipt of entire sale price / consideration money of Rs. 14,85,000/- (Rupees fourteen takk eighty five thousand) only from the Vendee Gossainpur Realestate Private Limited in the following manner

Cheque bearing No. 329 7.75. Dated 07.05.2009 For Rs. 11,00,000/- drawn on Punjab National Bank, H.C. Road, Siliguri Branch.

Rs. 3,85,000/- (Rupees three lakh eighty five) only in cash.

Signature of the Vendor / Seller

PART TRACE MAPIL DE MOUZA RUPSINGH , JL. NO.95, P.S. NAXALBARI , TOUR NO. 91, PARGANA PATHARGHATA, DISTRICT DARJEELING.



SCALE 1 INCHES = 50 FEET -



NAME OF VENDOR

SRI SANKAR GHOSH S/O LATE NAFAR CHANDRA
GHOSH OF GOSSAINPUR, P.O. BAGDOGRA, P.S.
NAXALBARI, DIST - DARJEELING.

SITE PLAN OF PROPOSED LAND AS PER

PLOT NO.	KHATIAN NO.		
R.S 220. L.R300	575		

AREA

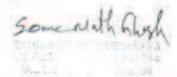
33.0 DECIMAL OR 0.33 ACRE

LAND BOUND AND BUTTED

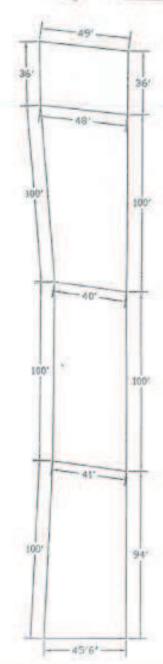
BY MORTH: LAND OF DWIJENORS NATH BROSH, BY
BOUTH: LAND OF HUDRU BUDRU AND OTHERS. BY
EAST: LAND OF KALYAN BOSE, BY WEST: LAND
DE MINARANI BHOSH

GOSSAINPUR REALESTATE PRIVATE
LIMITED, OF NICCO HOUSE, 2 NO.
HERE STREET, 4TH FLOOR, KOLKATA-1.

DRAWN BY



Secula: GIVA.



Passport Photo

	Toumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand			-	370	
Right Hand	(T) (T)		(3)		(2)

Signature

Finger Prints of

Passport Photo

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

Signature

Passport Photo



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand			30.00		
Right Hand					

Signature

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

Endorsoment For deed Number :1-02798 of :2009 (Scriet No. 02409, 2009)

On 07/05/2009

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

Presented for registration at 19.10 hrs. on :07/05/2009 at the Private residence by Sanker Ghosh Executant.

Admission of Execution(Under Section 58)

Execution is admitted on 07/05/2009 by

Sankar Ghosh, son of Late Nafar Chandra Ghosh , Gossainpur P. O.- Bagdogra Dt.- Darjeeling , Thana Naxalbari, By caste Hindu, by Profession ; Service Identified By Some Nath Ghosh, son of Late Satyendra Nath Ghosh Gossainpur P. O.- Bagdogra Dt.- 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 08/05/2009

Certificate of Admissibility(Rule 43)

Admissible under rule 21 of West Bengal Registration Rule, 1952 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. 10.03/

Payment of Fees:

Fee Paid in rupees under article: A(1) = 16324/- on:08/05/2009

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-1485000/-

Certified that the required stamp duty of this document is Rs 74250 /- and the Stamp duty paid as: Impresive Rs-5000

Deficit stamp duty

Deficit stamp duty. Rs 69250/- is paid, by the draft number 251431, Draft Date 07/05/2009 Bank Name STATE BANK OF INDIA, N.b.u.campus, received on :08/05/2009.

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

(Subhas Changes Whar)

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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Certificate of Registration under section 69 and Rule 69.

Registered in Book - I CD Volume number 8 Page from 1010 to 1022 being No 02798 for the year 2009.



(Subhas Chandra Sarkar) 08-May-2009 A.D.S.R. Siliguri-II at Bagdogra Office of the ADSR Siliguri-II at Bagdogra West Bengal