3776 84 13.5.2011 भारतीय गैर न्यायिक INDIA NON JUDICIAL Rs.5000 **ফ.5000 FIVE THOUSAND RUPEES** पाँच हजार रुपय 988991 পশ্চিমবঙ্গ पश्चिम ब्रंगाल WEST BENGAL SILIGURI-II, AT BAGDOGRA, DIST. DARJEELING 1 3 MAY 2011 Page No. 1 DEED OF SALE (CONVEYANCE)





DEED OF SALE (CONVEYANCE)

Land measuring : 27-Decimal

Mouza : Rupsingh,

J.L. No. : 95,

Police Station : Naxalbari, District : Darjeeling.

Consideration: Rs. 24,54,600/-

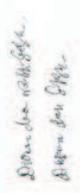
THIS INDENTURE IS MADE ON THIS THE 13th DAY OF MAY, TWO THOUSAND ELEVEN.

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 Dhirendra 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.

AND





SRI DHIRENDRA NATH GHOSH ALIAS DHIRENDRA GHOSH, son of Late Nitya Gopal Ghosh, Hindu by religion, Nationality Indian, Business by Occupation, resident of Gossainpur, 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 Dhirendra Nath Ghosh @ Dhirendra Ghosh is the absolute recorded owner as per R.O.R. of all that piece or parcel of land measuring 2.33 acre or 233 Decimals, recorded in L.R. Khatian No. 56, L.R. Plot No. 241 & 246, situated within the Mouza – Rupsing, J.L. No. 95, Pargana – Patharghata, P.S. Naxalbari, Dist. Darjeeling and the said land was recorded by virtue of three separate registered Deed of Sale, registered in the office of the Sub-Registrar, Siliguri, District Darjeeling and i) recorded in Book No. I, being document No. 3546 for the year 1977 (dated 11.05.1977), i) recorded in Book No. I, being document No. 4015 for the year 1977 (dated 01.06.1977) and iii) recorded in Book No. I, being document No. 3742 for the year 1977 (dated 20.05.1977) and he has been possessing and enjoying the said land in his actual khas and physical possession having permanent heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever without any interference or interruption form anybody.

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 a portion of land measuring 27 decimals out of above land measuring 233 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.





AND

WHEREAS the Purchaser hereof relying on the aforesaid statement of the Vendor, has agreed to purchase the said land measuring 27-Decimal clearly delineated in the attached sketch map fully described in the schedule appended below and offered a price of the sum of Rs. 24,54,600/- (Rupees twenty four lakh fifty four thousand six 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, 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. 24,54,600/- (Rupees twenty four lakh fifty four thousand six 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. Rs. 24,54,600/- (Rupees twenty four lakh fifty four thousand six hundred) only, paid by the Purchaser to the Vendor hereof by eash today (the receipt whereof the Vendor does hereby acknowledge and grant full discharge from the payment thereof) the Vendors do 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.

THE VENDOR does hereby declare that the VENDOR does 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 Vendors, 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 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 27-decimal, recorded in

L.R. Khatian No. R.S. Plot No. L.R. Plot No. Area

56 150 246 27 Decimals

of land is hereby sold by the Vendor to the Purchaser hereof by these presents, situated within Pargana Patharghata, Mouza - RUPSING, J.L. No. 95, Police Station Naxalbari, District Darjeeling, in the State of West Bengal. Gram Panchayat area, Classification of land Rupni, and the said demised land is butted and bounded as follows:-

By the North: Land of Shyamal Ghosh and others;

By the South: Land of Subodh Ghosh;

By the East : Land of Vendor;

By the West : Land of Vendor;

Within the aforesaid boundary 27-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.





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 Numar ROT

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

S/o Sri Marawari Oraon, Of Rupsingh Jote, Gossainpur, P.S. Bagdogra, Dist Darjeeling.

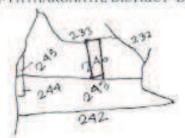
Drafted, read over and explained by me and computerized in my chamber;

Advocate / Siliguri.
Enrolment No. W 15-1034/01

21

PART TRACE MAPE OF MOUZA RUPSINGH, J.L. NO. 95, P.S.- NAXALBARI , TOUJI NO. 9), PARGANA-PATHARGHATA, DISTRICT-DARJEELING.

BOALE : 16" = 1 MILE



SCALE 1 INCHES = 50 FEET

NAME OF VENDOR

SRI DHRENDRA NATH GHOSH @ DHIRENDRA GHOSH SON OF LATE NITYAGOPAL GHOSH OF RUPSINGJOTE, P.O. AND P.S. BAGDOGRA, DIST. DARJEELING.

SITE PLAN OF PROPOSED LAND AS PER

PLOT NO.	KHATIAN NO.
R.S150, L.R246	<u>56</u>

AREA

27.0 DECIMAL OR 0.27 ACRE

LAND BOUND AND BUTTED

BY NORTH : LAND OF SHYAMAL GHOSH AND DIHERS. BY SOUTH : LAND OF SUBDOH SHOSH, BY EAST VENDOR, BY WEST : LAND OF VENDOR.

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.

DRAWN BY:



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Passport Photo



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Investorin fthe

Muen du nah Musa Signature Hier den Jish

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Passport Photo

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Right Hand					Œ.

Signature

Finger Prints of

Passport Photo

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand				83	

BALASON REALTORS PRIVATE LAMPTED

Executive Officer

Signature

Government of West Bengal Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the ADSR Siliguri-II at Bagdogra, District- Darjeeling Signature / LTI Sheet of Serial No. 03558 / 2011, Deed No. (Book - I , 03776/2011)

I . Signature of the Presentant

Name of the Presentant	Signature with date
Dhirendra Nath Ghosh	Dura dea Nath Fibr.

Signature of the person(s) admitting the Execution at Office.

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Dhirendra Nath Ghosh Address -Gossampur, Thana: Bagdogra,	Self	1		Abrondo 11th 897
	District:-Darjeeling, WEST BENGAL, India, P.O. :-Bagdogra			LTI	Dunan droffes
			13/05/2011	13/05/2011	

Name of Identifier of above Person(s)

Nirmal Roy

Rupsing Jote,, Thana:-Bagdogra, District:-Darjeeling, WEST BENGAL, India, P.O. :-Bagdogra

Signature of Identifier with Date

Ninmar Roy

(Dhruba Dasgupta) A.D.S.R. Siliguri-II at Bagdogra Office of the ADSR Siliguri-II at Bagdogra

13/05/2011



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

Endorsement For Deed Number : 1 - 03776 of 2011 (Serial No. 03558 of 2011)

On

Payment of Fees:

On 13/05/2011

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. 26994/-, on 13/05/2011

(Under Article ; A(1) = 26994/- on 13/05/2011)

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.-2454600/-

Certified that the required stamp duty of this document is Rs.- 122730 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 117750/- is paid, by the draft number 098236, Draft Date 12/05/2011, Bank Name State Bank of India, NORTH BENGAL UNIV CMPUS, received on 13/05/2011

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

Presented for registration at 12.32 hrs on :13/05/2011, at the Office of the ADSR Siliguri-II at Bagdogra by Dhirendra Nath Ghosh Alias Dhirendra Ghosh, Executant.

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

Execution is admitted on 13/05/2011 by

 Dhirendra Nath Ghosh Alias Dhirendra Ghosh, son of Late Nitya Gopal Ghosh, Gossainpur, 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, Rupsing Jote, 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

EndorsementPage 1 of 2

13/05/2011 14:57:00



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

Endorsement For Deed Number: I - 03776 of 2011 (Serial No. 03558 of 2011)

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

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

EndorsementPage 2 of 2



(Dhruba Dasgupta) 16-May-2011 A.D.S.R. Siliguri-II at Bagdogra Office of the ADSR Siliguri-II at Bagdogra West Bengal