

7892



पश्चिम बंगाल WEST BENGAL

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CERTIFIED THAT THE DOCUMENT ADMITTED TO REGISTRATION, THE SIGNATURE SHEET AND THE INSTRUMENT SHEET ATTACHED TO THIS DOCUMENT ARE THE PARTS OF THIS DOCUMENT

ADOL. DIST. SUB-REGISTRAR  
BAGDOGRA, DIST. DARJEELING  
04 AUG 2012

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Page No. 1

DEED OF SALE (CONVEYANCE)

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4/10/12 2012

**DEED OF SALE (CONVEYANCE)**

Land measuring	: 23 Decimals
Mouza	: Rupsing,
J.L. No.	: 95,
Police Station	: Naxalbari,
District	: Darjeeling.
Consideration	: Rs. 20,91,000/-

THIS INSTRUMENT IS MADE ON THIS THE 14<sup>th</sup> DAY OF August, TWO THOUSAND TWELVE.

**BETWEEN**

**WINDSTAR REALTORS (PRIVATE) LIMITED**, a private Limited Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 51-D, Gariahat Road, P.O. Ballyganj, P.S. Gariahat, 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 Authorised Signatory / Special Officer - **MR. DIPANKAR DHAR**, S/o Late Nalini Kanta Dhar, who has been appointed to represent the Vendee/Purchaser in these presents by a Resolution dated 08.08.2012 adopted in the meeting of the Board of Directors of the Purchaser/Vendee. PAN – AABCW 1111 E,

A N D

6/10/22  
2/10/21

MD. AKABAR KHAN, son of Md. Suleman Khan, Muslim by faith, Nationality Indian, resident of Maszidpara, Airportmore, P.O. and 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 Md. Akabar Khan is the absolute recorded owner as per R.O.R. of all that piece or parcel of land measuring 23 Decimals or 0.23 acre, recorded in L.R. Khatian No. 157, L.R. Plot No. 236, area 05 decimals, L.R. Plot No. 244, area 03 decimals, L.R. Plot No. 245, area 03 decimals and L.R. Plot No. 247, area 12 decimals, situated within the Mouza – Rupsing, J.L. No. 95, Pargana – Patharghata, P.S. Naxalbari, Dist. Darjeeling and 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 from anybody.

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 0.23 acre or 23 decimal, being L.R. Plot No. 236, 244, 245 & 247, 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 0.23 acre or 23 decimals, fully described in the schedule appended below and offered a price

of the sum of Rs. 20,91,000/- (Rupees twenty lakhs ninety one 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, 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. 20,91,000/- (Rupees twenty lakhs ninety one 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. 20,91,000/- (Rupees twenty lakhs ninety one thousand) only, paid by the Purchaser to the Vendor hereof by 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.

FILED 2/19/14

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 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.



31 414 2017

ii) The land measuring 03 decimals (L.R. Plot No. 244) is butted and bounded as follows:-

By the North : Land of Venor;  
By the South : Land of Balason Realtors Pvt. Ltd.;  
By the East : Land of Balason Realtors Pvt. Ltd.;  
By the West : Land of Gossainpur Realtors Pvt. Ltd.;

iii) The land measuring 03 decimals (L.R. Plot No. 245) is butted and bounded as follows:-

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

iv) The land measuring 12 decimals (L.R. Plot No. 247) is butted and bounded as follows:-


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

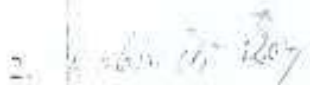
Within the aforesaid four boundaries 23 decimals of land is hereby sold by the Vendor to the Purchaser hereof by these presents.

2012.10.14.15

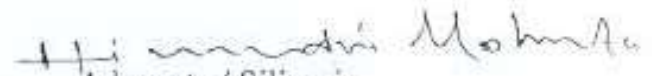
IN WITNESS WHEREOF the Vendor hereof in good health and conscious mind has put his/her signature on this Deed of Sale on the day, month and year hereinbefore mentioned.

WITNESSES :

1.   
S/o Late Deben Roy,  
Of Rupsingh Jote, Gossainpur,  
P.S. Bagdogra,  
Dist. Darjeeling.  
Occupation : Business.

2.   
S/o Sri Naresh Roy,  
Of Rupsingh Jote, Gossainpur,  
P.S. Bagdogra,  
Dist. Darjeeling.  
Occupation : Business.

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

  
Advocate / Siliguri.  
Enrolment No. WB-1034 of 2002.



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



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

Ratan

Signature

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



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

Signature

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





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Left Hand					
Right Hand					

WINDSTAR REALTORS PRIVATE LIMITED

(Dipankar Das)  
Authorised Signatory

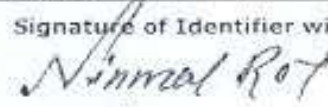
Signature

Government of West Bengal  
 Department of Finance (Revenue), Directorate of Registration and Stamp Revenue  
 Office of the A.D.S.R. BAGDOGRA, District- Darjeeling  
 Signature / LTI Sheet of Serial No. 08025 / 2012, Deed No. (Book - I , 07892/2012)


Photo	Finger Print	Signature with date
 14/08/2012	 LTI 14/08/2012	31 47 02 2012 14/08/12

Sl.No	Admission of Execution By	Status	Photo	Finger Print	Signature
	1. Name: Khan 2. Address: Airportmore 3. Post: Bagdogra P.O. 4. District: Darjeeling WEST	Self	 14/08/2012	 LTI 14/08/2012	31 47 02 2012

Name of Identifier of above Person(s)  
 1. Name: [Faint]  
 2. Address: Gossainpur Thana- Bagdogra, P.O. in  
 3. District: Darjeeling WEST BENGAL, India

Signature of Identifier with Date  
  
 14/08/12

14/08/2012

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

Government Of West Bengal  
Office Of the A.D.S.R. BAGDOGRA  
District:-Darjeeling

Endorsement For Deed Number - 1 - 07892 of 2012  
(Serial No. 08025 of 2012)

**Payment of Fees:**

On 14/08/2012

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Stamp duty of West Bengal Registration Rule, 1962 duly stamped under schedule 1A of the number 12 of Indian Stamp Act 1899, also under section 5 of West Bengal Land Reforms Act, 1955 and under section 10 of the said Act.

**Payment of Fees:**

By Cash

Rs 22990.00/- on 14/08/2012

(under Article - A(1) = 22990/- on 14/08/2012)

**Certificate of Market value(WB PUVI rules of 2001)**

It is certified that the market value of this property which is the subject matter of the deed has been ascertained to be Rs. 104550/-

It is certified that the required stamp duty of this document is Rs.- 104550/- and the Stamp duty paid as per the Rs.- 5000/-

**Deficit stamp duty**

Stamp duty of Rs. 99500/- is paid by the draft number 645395 Draft Date 09/08/2012 Bank Name State Bank of India, NORTH BENGAL UNIV CMPUS, received on 14/08/2012

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

Presented for registration at 12.15 hrs on 14/08/2012, at the Office of the A.D.S.R. BAGDOGRA, by Suleman Khan Executant.

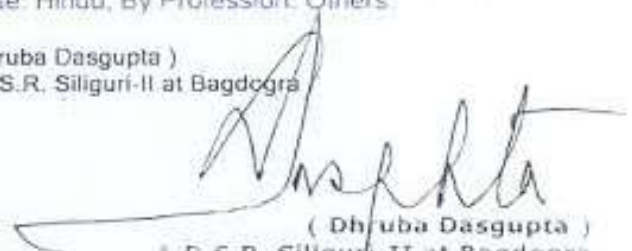
**Admission of Execution(Under Section 58,W.B.Registration Rules,1962)**

The deed is admitted on 14/08/2012 by

Suleman Khan, son of Mo. Suleman Khan, Airportmore, Thana:-Bagdogra, P.O. :-Bagdogra District:-Darjeeling, WEST BENGAL, India. By Caste Hindu. By Profession: Others

Emrity of Roy, son of Lt. Deben Roy, Rupsingh Jole, Gossainpur, Thana:-Bagdogra, P.O. :-Darjeeling, WEST BENGAL, India, By Caste: Hindu, By Profession: Others

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



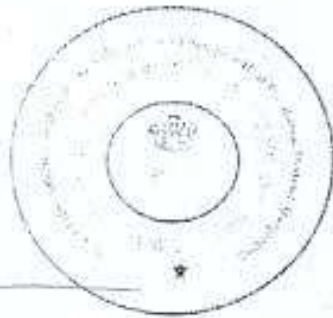
(Dhruba Dasgupta)  
A.D.S.R. Siliguri-II at Bagdogra

14/08/2012 15:11:00

Endorsement Page 1 of 1

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
Volume number 25  
Page from 1259 to 1271  
Rolling No. 07852 for the year 2012.



1271/12  
Subba Dasgupta) 03-September-2012  
A.D.S.R. Siliguri-II at Bagdogra  
Office of the A.D.S.R. BAGDOGRA  
West Bengal