

8038/2012

I 7904



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

A 538699

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

ADDL. DIST. SUB-REGISTRAR
 SILIGURI-II, AT BAGDOGRA, DIST. DARJEELING

सकल रवान

4 AUG 2012

Page No. 1

DEED OF SALE (CONVEYANCE)

11/02/2012

DEED OF SALE (CONVEYANCE)

Land measuring	: 13 Decimals
Mouza	: Rupsing,
J.L. No.	: 95,
Police Station	: Naxalbari,
District	: Darjeeling.
Consideration	: Rs. 11,82,000/-

THIS INDENTURE IS MADE ON THIS THE 14TH 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. 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 Authorised Signatory / Special Officer - **MR. DIPANKAR DHAR**, S/o Late Nalini Kanta Dhar, who has been appointed to represent the Vendee/Purchaser is 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

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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 13 Decimals or 0.13 acre, recorded in L.R. Khatian No. 157, L.R. Plot No. 218, 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 a portion of land measuring 0.13 acre or 13 decimals out of total land measuring 0.13 acre or 13 decimals in L.R. Plot, being L.R. Plot No. 218, 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 0.13 acre or 13 decimals, fully described in the schedule appended below and offered a price

11/10/14

of the sum of Rs. 11,82,000/- (Rupees eleven lakhs eighty two 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. 11,82,000/- (Rupees eleven lakhs eighty two 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. 11,82,000/- (Rupees eleven lakhs eighty two 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.

779/03/2017

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.

C-102 & P-102/H

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	153	218	02 Decimals
157	154	218	11 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 Hill Cart Realtors Pvt. Ltd.;

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

By the East : Land of Balason Realtors Pvt. Ltd.;

By the West : Land of Vendor;

Within the aforesaid boundary 13-decimal or 0.13 acre of land is hereby sold by the Vendor to the Purchaser hereof by these presents.

11/12/2015

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. *Narayan Roy*

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

2. *Naresh Roy*

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:

Himanshu Mohanta
Advocate / Siliguri.

Enrolment No. WB-1034 of 2002.

Finger Prints of _____



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

Prakash Kumar

Signature

Finger Prints of _____



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

Signature

Finger Prints of _____



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



WINDSTAR REALTORS PRIVATE LIMITED

Prakash Kumar
Prakash Kumar
Authorised Signatory

Signature



Government of West Bengal

Ministry of Revenue, Directorate of Registration and Stamp Revenue

Office of the A.D.S.R. BAGDOGRA, District-Darjeeling

Form No. 1 (A) (Rev. 01/08/2012)

For use by the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
<p>Presentant's Name </p>	 14/08/2012	 14/08/2012	<p>Signature ... 14/08/12</p>

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

No	Admission of Execution By	Status	Photo	Finger Print	Signature
	<p>Name </p>	<p>Status ...</p>	 14/08/2012	 LTI 14/08/2012	<p>Signature ... 14/08/12</p>

Name of Identifier of above Person(s)


Signature of Identifier with Date

...
 ...
 ...

Signature
 ...
 14/08/12


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

14/08/2012


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

Endorsement For Deed Number : I - 07904 of 2012
(Serial No. 08038 of 2012)

On

Payment of Fees:

On 14/08/2012

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 of the 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. 12997.00/- on 14/08/2012

(Under Article 41/- = 12997/- on 14/08/2012)

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.-11,82,000/-

Certified that the required stamp duty of this document is Rs.- 59100 /- and the Stamp duty paid as excessive Rs.- 5000/-

Deficit stamp duty

Stamp duty Rs. 54100/- is paid by the draft number 645403, Draft Date 09/08/2012, Bank Name State Bank of India, NORTH BENGAL UNIV CAMPUS, received on 14/08/2012

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

Presented for registration at 12-10 hrs on 14/08/2012, at the Office of the A.D.S.R. BAGDOGRA by Kabir Khan, Executant.


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

Execution is admitted on 14/08/2012 by

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

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

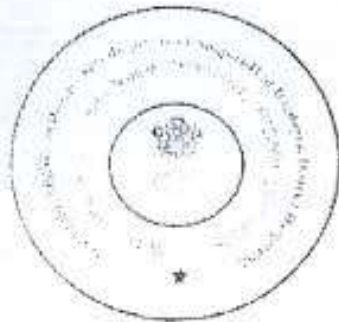
(Dhruba Dasgupta)
A.D.S.R. Siliguri-II at Bagdogra


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

14/08/2012 15:16:00

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD volume number 25
Page from 1414 to 1425
Being No 07904 for the year 2012.



[Handwritten signature]
-Dhruba Dasgupta, 03-September-2012
A.D. S.R. Siliguri-II at Bagdogra
Office of the A.D.S.R. BAGDOGRA
West Bengal