

ST 43/2012

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7906



भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

A 538691

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

ADDL. DIST. SUB-REGISTRAR
 SILIGURJI, AT BAGDOGRA, DIST. DARJEELING

सकवर खान

Page No. 1

DEED OF SALE (CONVEYANCE)

(Small handwritten notes and stamps at the bottom right corner, including a date and some illegible text.)

LIBRARY

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 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 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

FILED IN B/S/13

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 136 Decimals or 1.36 acre, recorded in L.R. Khatian No. 157, L.R. Plot No. 213, 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 0.23 acre or 23 decimals out of total land measuring 1.36 acre or 136 decimals in L.R. Plot, being L.R. Plot No. 213, 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

31/05/17 2017

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.

11/22/2017

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.

Page 2 of 4

SCHEDULE

ALL THAT PIECE OR PARCEL of vacant land measuring 23-decimal, recorded in

L.R. Khatian No.	R.S. Plot No.	L.R. Plot No.	Area
157	138	213	23 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 Bagdogra Realtors Pvt. Ltd.;
- By the East : Land of Hill Cart Realtors Pvt. Ltd.;
- By the West : Land of N.F. railway;

Within the aforesaid boundary 23-decimal or 0.23 acre of land is hereby sold by the Vendor to the Purchaser hereof by these presents.

LIBR 2014/12

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. *Deben 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					

अ. व. ख.

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



Dipankar Dhar
Authorized 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

LTI Sheet of Serial No. 08041 / 2012. Deed No. (Book - I , 07906/2012)

Name of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Muhammad Khan 1. Bagdogra, P.O. 2. Bagdogra, P.O. 3. Darjeeling, WEST BENGAL, India	 14/08/2012	 LTI 14/08/2012	মুহাম্মদ খান 14/08/12

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Muhammad Khan 1. Bagdogra, P.O. 2. Bagdogra, P.O. 3. Darjeeling, WEST BENGAL, India	Self	 14/08/2012	 LTI 14/08/2012	মুহাম্মদ খান

Name of Identifier of above Person(s)

Muhammad Khan, Gossainpur, Thana: Bagdogra, P.O. :-
 Bagdogra, WEST BENGAL, India.

Signature of Identifier with Date

Muhammad Khan
14/08/12

(Signature)

(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 : I - 07906 of 2012
(Serial No. 08041 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, 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:

Stamp Duty (Rs. 104550/-)

Rs. 104550.00 - on 14/08/2012

(Article - Act - 22990/- 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.-20,91,000/-

Stamp Duty on the required stamp duty of this document is Rs. - 104550/- and the Stamp duty paid as per Invoice Rs.- 5000/-

Deficit stamp duty,

Deficit stamp duty Rs. 99600/- is paid, by the draft number 645405, Draft Date 09/08/2012, Bank Name State Bank of India, NORTH BENGAL UNIV CMPUS, received on 14/08/2012

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

Presented for registration at 12.05 hrs on :14/08/2012, at the Office of the A.D.S.R. BAGDOGRA by

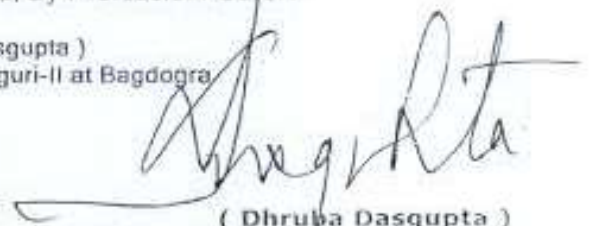
Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution admitted on 14/08/2012 by

1. Akabar 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

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

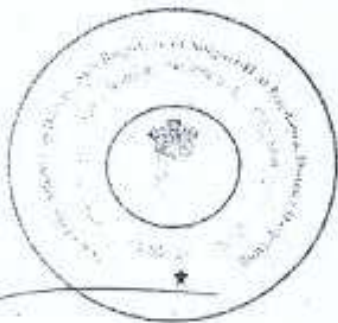


(Dhruva Dasgupta)
A.D.S.R. Siliguri-II at Bagdogra
EndorsementPage 1 of 1

14/08/2012 15:18:00

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
20 Volume number 25
Page from 1438 to 1449
being No.07906 for the year 2012.



Chrubu Dasgupta
—(Chrubu Dasgupta) 03-September-2012
A.D.S.R. Siliguri-I/1st Bagdogra
Office of the A.D.S.R. BAGDOGRA
West Bengal