

ांाजनकात पश्चिम बैगाल WEST BENGAL

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DEED OF SALE (CONVEYANCE)

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DEED OF SALE (CONVEYANCE)

Land measuring : 20 Decimals

Mouza : Rupsing,

J.L. No. : 95,

Police Station : Naxalbari,

District : Darjeeling.

Consideration: Rs. 18,18,000/-

THIS INDENTURE IS MADE ON THIS THE 14th DAY OF Aut with 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.

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 112 Decimals or 1.12 acre, recorded in L.R. Khatian No. 157, L.R. Plot No. 223, 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 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 has also offered for sale a portion of land measuring 0.20 acre or 20 decimals out of total land measuring 1.12 acre or 112 decimals in L.R. Plot, being L.R. Plot No. 223, 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 0.20 acre or 20 decimals, fully described in the schedule appended below and offered a price

of the sum of Rs. 18,18,000/- (Rupees eighteen lakhs eighteen 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, 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. 18,18,000/- (Rupees eighteen lakhs eighteen 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. 18,18,000/- (Rupees eighteen takhs eighteen 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.



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.

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SCHEDULE

ALL THAT PIECE OR PARCEL of vacant land measuring 20-decimal, recorded in

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

157 162 223 20 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 Gossainpur Realtors Pvt. Ltd.;

By the South: Land of Hill Cart Realtors Pvt, Ltd.;

By the East : Land of Vendor;

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

Within the aforesaid boundary 20-decimal or 0.20 acre of land is hereby sold by the Vendor to the Purchaser hereof by these presents.

मकाबर रवान

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. Simulket

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

2. Askin che 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:

Advocate / Siliguri.

Enrolment No.WB-1034 of 2002.

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. 08029 / 2012, Deed No. (Book - I , 07895/2012)

or the Gressosant

Country Signature with date

Country Signatur

morning, agreement the Execution of July

and Admission of Execution By Status Photo Finger Print Signature

 Self

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म कवर रखन

14/08/2017

14/08/2012

came of Identifier of above Person(s)

To I Ray

Hupsingn Jote, Gossainpur, Thana: Bagdogra, P.O. Spittrict: Darjeeling, WEST BENGAL, India,

Signature of Identifier with Date

14/08/12

(Dhruba Basgupta)

A.D.S.R. Siliguri-II at Bagdogra
Office of the A.D.S.R. BAGDOGRA

14/08/2012

42 Je 2 3/12

Finger Prints of



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Left Hand					(D)
લાન Right Hand					

भूग संदि देशी न

Signature

Finger Prints of

Passport Photo

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Right Hand		- 1011.			

Signature

Finger Prints of

Passport Photo



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Left Hand			V - 100		
Right Hand		713	164 8.0	W	-

WINDSTAR REALTORS PRIVATE LIMITED

Signature

(Dipankar Ohar) Authorised Signatory

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

Endorsement For Deed Number : 1 - 07895 of 2012 (Serial No. 08029 of 2012)

9011

Payment of Fees:

On 14/08/2012

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

The Die 21 of Wasi Bengai Registration issue 196, duty illimited unified schedule in the analysisms Act 1899, also cours pactions, of West Bengul Cond Helomor Act 155 Januares stamp paid Rs. 10/-

Tryment of Fees:

TIMES Cash

19987.00 - ph 14/08/2012

2 = 51 Ge au = 19987 - on 14/08/2012)

Cartificate of Market Value(WB PUVI rules of 2001)

are required market value of this property which is the subject matter of the deed has been assessed at Rs 48.18.000/-

Larried that the required stamp duty of this document is Rs.- 90900 /- and the Stamp duty paid as:

Deficit stamp duty

Defict stamp duty Rs. 85900/- is paid, by the draft number 645398, 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)

THE PROOF OF DEGISTRATION BY 13 12 hrs on :14/08/2012, at the Office of the A.D.S.R. BAGINGRA by

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

- share is aumitted on 14/08/2012 by

** Asabar Khan son of Md. Suleman Khan , Airportmore, Thana:-Bagdogra, 1411 (Ligdogra District-Darjeeting, WEST BENGAL, India, , By Caste Hindu, By Profession : Others

- District -Darjeeting, WEST BENGAL, India, . By Caste, Hindu, By Profession, Others

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

Dhrulla Dasgupta

A.B.S.R. Siliguri III at Begdogra EndorsementPage 4 01 1

A.D.S.A. Singuri-ii at b

1=/08/2012 15:13:00

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