भरतीय गैर न्यायिक INDIA NON JUDICIAL

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पाँच हज़ार रुपये

हिम्मिल्य

পশ্চিমবঙ্গ पश्चिम बैगाल WEST BENGAL

September 198

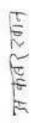
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Page No. 1

DEED OF SALE (CONVEYANCE)



DEED OF SALE (CONVEYANCE)

Land measuring : 24 Decimals

Mouza : Rupsing,

J.L. No. - : 95.

Police Station : Naxalbari,

District : Darjeeling.

Consideration : Rs. 21,82,000/-

THIS INDENTURE IS MADE ON THIS THE 1407 DAY OF

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.

म काविर्यान

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 24 Decimals or 0.24 acre, recorded in L.R. Khatian No. 157, L.R. Plot No. 199, area 23 decimals and L.R. Plot No. 209, area 01 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 form anybody.

Nationality Indian, resident of Maszidgara Airportusors, P.O. and P.S.

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 the said land measuring 0.24 acre or 24 decimals, 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 0.24 acre or 24 decimals, fully described in the schedule appended below and offered a price of the sum of Rs. 21,82,000/- (Rupees twenty one lakhs eighty two thousand) only, free from all encumbrances and charges whatsoever.

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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. 21,82,000/- (Rupees twenty one 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. 21.82.000/- (Rupees twenty one 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.

मुनात्र रागन

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.

H # 64 297 A

SCHEDULE

ALL THAT PIECE OR PARCEL of vacant land measuring 24-decimal, recorded in

L.R. Khatian No.	R.S. Plot No.	L.R. Plot No.	Area
157	121	199	23 Decimals
157	133	209	01 Decimals
		for to the Purchase	

or 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.

i) The land measuring 23 decimals 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 Hill Cart Realtors Pvt. Ltd.;

ii) The land measuring 01 decimals is butted and bounded as follows:-

By the North:	Land of Gossainpur Realtors Pvt. Ltd. and others;
By the South:	Land of Bagdogra Realtors Pvt. Ltd.;
By the East ;	Land of Gossainpur Realtors Pvt. Ltd. and others;
By the West:	Land of Gossainpur Realtors Pvt. Ltd. and others;

Within the aforesaid two boundaries 23 dec. + 01 dec. = 24-decimal of land is hereby sold by the Vendor to the Purchaser hereof by these presents.



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. Vinnal Rot

S o Late Deben Roy,

Of Rupsingh Jote, Gossainpur,

P.S. Bagdogra,

Dist. Darjeeling.

Occupation: Business.

2. Kakin chi Rey

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

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उरकाल २ एता न

Signature

Finger Prints of

Passport Photo

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Left Hand					
Right Hand					

Signature

Finger Prints of

Passport Photo

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Right Hand			The Park		

WINDSTAR REALTORS PRIVATE LIMITED

Signature

Authorised Signatory

Government of West Bengal Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the A.D.S.R. BAĞDOGRA, District- Darjeeling I Sheet of Senai No. 08047 / 2012, Deed No. (Book - 1 , 07912/2012)

and the person(s) admitting the Execution at Office.

reame of adenthier of above Person(s)

Just Tar Thank - Bacdogra P (J.)-

range figure

Signature of Identifier with Date

Ninned Roy 14/08/12

Dhruha Dasgupta)

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

249416/2012

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

Endorsement For Deed Number: I - 07912 of 2012 (Serial No. 08047 of 2012)

On

Payment of Fees:

On 14/08/2012

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

consistent under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, and a 23 of Indian Stamp Act 1899, also under section 5 of West Bengal Land Reforms Act, 1955 updattiee stamp paid Rs 10/-

Payment of Fees:

3; Cash

14 (10) m 14 (08/2012

23991 - on 14/08/2012)

Denthed that the market value of this property which is the subject matter of the deed has been assessed at Pisi-21 82,000/-

Dentied that the required stamp duty of this document is Rs - 109100 /- and the Stamp duty paid his moreover Rs - 5000/-

Deficit stamp duty

Tall the stamp guts Rs. 104100/- is paid, by the draft number 645410, Draft Date 09/08/2012, Bank

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 Akacar Khan Executant.

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

3 sun any a paramed an 14/08/2012 by

M. Scieman Khan Airportmore, Thanu-Bagdogra, P.O. Bagdogra Oistict-Daneeling, 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)

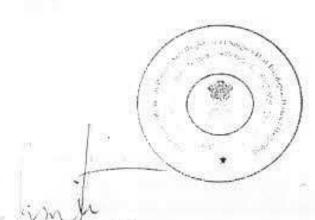
A.D.S.R. Siligufi-II at Bagdogra

EndorsementPage 1 of 1

14/08/2012 15:20:00

in thicate of Revistration under section 60 and Rule 69.

Fagistered in Book - I CD volume number 25 Page from 1514 to 1525 Deing 110 07912 for the year 2012.



E-firuba Dasgupta) 03-September-2012 - C. S.P. Siligum-II at Bagdogra - Hice of the A.D.S.R. BAGDOGRA

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