

SG 31/2012

D 7896



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A 538703

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  
SILIGURHI-III, AT BAGDOGRA, DIST. DARJEELING

14 AUG 2012

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Page No. 1

DEED OF SALE (CONVEYANCE)

12/2/12

## 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 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. 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.

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LINE 2 P 14 H

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 from anybody. ,

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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 1.12 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.

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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

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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 IN BOOK 18

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.

**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.

**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.

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of the sum of Rs. 20,91,000/- (Rupees twenty lakhs ninety one thousand) only, free from all encumbrances and charges whatsoever.

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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	162	223	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 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 23-decimal or 0.23 acre of land is hereby sold by the Vendor to the Purchaser hereof by these presents.

L-102/2004/12

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. *Vinay Roy*

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

2. *Rabin Ch. 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:

*H. M. 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					

अविनाश रमन

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)  
Authorised Signatory

Signature





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

Endorsement For Deed Number . 1 - 07896 of 2012  
(Serial No. 08031 of 2012)

On

Payment of Fees:

On 14/08/2012

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

Under the West Bengal Registration Rule 1962 duly stamped under schedule 1A of the Stamp Act 1899 also under schedule 1 of West Bengal Land Reforms Act 1955. Each fee stamp paid Rs. 10/-

Payment of Fees:

Amount By Cash

Rs. 22990.00/- on 14/08/2012

(Rs. 22990/- on 14/08/2012)

Certificate of Market Value(WB PUVI rules of 2001)

Verified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-20,91,000/-

Verified that the required stamp duty of this document is Rs.- 104550 /- and the Stamp duty paid is Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 99600/- is paid, by the draft number - 645399, 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 12.15 hrs. on 14/08/2012, at the Office of the A.D.S.R. BAGDOGRA by Suman Khan, Executant

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

Deed is admitted on 14/08/2012 by

Suman 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

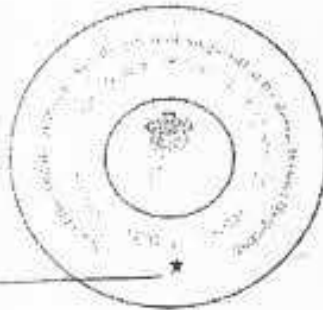
( Dhruva Dasgupta )  
A.D.S.R. Siliguri-II at Bagdogra

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

14/08/2012 15:13:00

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CC Volume number 25  
Page from 1308 to 1319  
being No 07896 for the year 2012.



(Signature)  
(Dhruba Dasgupta) 03-September-2012  
A.D. S.P. Siliguri-II at Bagdogra  
Office of the A.D. S.P. BAGDOGRA  
West Bengal