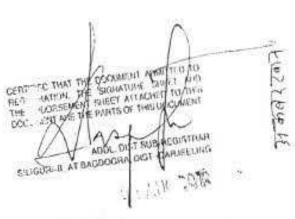
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चार्कवरका पश्चिम बेगाल WEST BENGAL

A 538706



Page No. 1

# DEED OF SALE (CONVEYANCE)



## 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

# 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 0.23 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.

### AND

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.

### 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. 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.

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.

## 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.

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:

L. Lune/ Kr/

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

2. Rubin di Ray

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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Signature

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Signature

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Passport Photo

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WINDSTAR REALTORS PRIVATE LIMITED

Signature

Authorited Signathry

### Government of West Bengal " in a control of Finance (Revenue) , Directorate of Registration and Stamp Revenue Office of the A.D.S.R. BAGDOGRA, District-Darjeeling Sumpture ( ) ) ) Shout of Serial No. 08036 / 2012, Deed No. (Book - I ., 07902/2012)

anne in and in distribut	Pnote	ringer Print	Signature with date
* Sagdagra, P.G. * Sagdagra, P.G. * Carrecur: WEST	Total Barrier		14/08/10
	14/08/2012	14/08/2012	1 1

Listing of Execution By	Status	Photo	Finger Print	Signature
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***		14/08/2012	14/08/2012	

many of locatifier of above Person(s) ......

to the Target of WEST BENGAL India,

Signature of Identifier with Date

Ninnal Roy 14/08/12

(Dhruba Dasgupta)

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

14/08/2012

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- Aprel Early J

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

Endorsement For Deed Number,: 1 - 07902 of 2012

(Serial No. 08036 of 2012)

116

#### Payment of Fees:

On 14/08/2012

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

The little 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, umber 23 of Indian Stamp Act 1899, also under section 5 of West Bengal Land Reforms Act, and the stamp baid Rs 10.

### Payment of Fees:

Fount By Cash

Pa 12990.00 - on 14/08/2012

Uniter Article : A(1) = 22990/- on 14/08/2012 )

## Lertificate of Market Value(WB PUVI rules of 2001)

Lit insuring the market value of this property which is the subject matter of the deed has been assessed at Rs -2u 91 000/-

Delined that the required stamp duty of this document is Rs.- 104550 /- and the Stamp duty paid as: .mpres ve Rs.- 5000/-

### Deficit stamp duty

Derizit stamp duty, Rs. 99600/- is paid, by the draft number 645402, Draft Date 09/08/2012, Bank Name State 2508-01 mate. NORTH BENGAL UNIV CMPUS, received on 14/08/2012

## resentation (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 Akaber Khan Executant.

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

admitted on 14/08/2012 by

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

The suited by Rumai Roy, son of Lt. Deben Roy, Rupsingh Jote, Gossainpur, Thana-Bagdogra, P.O. Desuret -Dageeling, WEST BENGAL, India, , By Caste: Hindu, By Profession: Others.

( Dhruba Dasgupta )

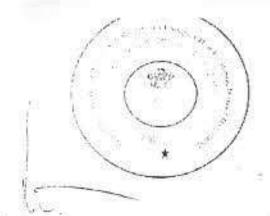
A.D.S.R. Siliguri-II at Bagdogg

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A.D.S.R. Siliguri/II at Bagdogra

EndorsementPage 1 of 1

14/08/2012 15:15:00



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Chruba Dasgupta) 03-September-2012 # D.S.R. Siliguri-III at Bagdogra Critice of the A.D.S.R. BAGDOGRA Asst Bengal