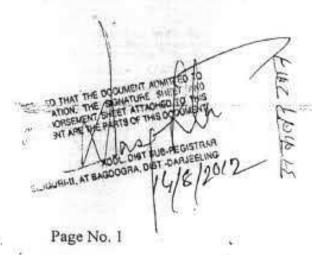


পশ্চিমবঙ্গ पश्चिम बैगाल WEST BENGAL

A 538698



## DEED OF SALE (CONVEYANCE)



## 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

### 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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MD. AKABAR KHAN, son of Md. Suleman Khap, 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 40 Decimals or 0.40 acre, recorded in L.R. Khatian No. 157, L.R. Plot No. 187, 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 0.40 acre or 40 decimals in L.R. Plot, being L.R. Plot No. 187, 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

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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 lakhs 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.

JI 4167 7417

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

157 109 187 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 Bagdogra Realtors Pvt. Ltd.;

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

By the East ; Land of Bagdogra Realtors Pvt. Ltd.;

By the West: Land of Windstar 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.

IN WITNESS WHEREOF the Vendor/s hereof in good health and conscious mind has/have put his/her/their signature on this Deed of Sale on the day, month and year hereinbefore mentioned.

WITNESSES

S'o Late Deben Roy,

Of Rupsingh Jote, Gossainpur,

P.S. Bagdogra,

Dist. Darjeeling.

Occupation : Business.

S/o Sri Marowari Oraon,

Of Rupsingh Jote, Gossainpur,

Krishie Oglam

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

Authorised Signatory

## Government of West Bengal Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the A.D.S.R. BAGDOGRA, District- Darjeeling

Supplement LTI Sheet of Serial No. 08051 / 2012, Deed No. (Book - I , 07918/2012).

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more as the Frederithist	Photo	Finger Print	Signature with date
ers descagra P.C. descagara I strott Darjaeling, WEST	14/08/2012	L11 14/08/2012	34 4 4 8 / 12

gradua of the person(s) admitting the Execution at Office.

Annission of Execution By Status Photo Finger Print Signature

Self

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In/Dersons

14/08/2012

Name of Identifier of above Person(s)

The Total Cosse four Thena: Baggogra, P.O. :-District: Darjeeling, WEST BENGAL, India, Signature of Identifier with Date

Vinnal Kot

14/08/12

(Dhruba Dasgupta)

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

Page 1 of 1

14/08/2012

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

Endorsement For Deed Number , 1 - 07918 of 2012

(Serial No. 08051 of 2012)

Ou

#### 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.

#### Payment of Fees:

Rs 19937.00 - or 14/08/2012

LICE Article A.1; = 19987 on 14/08/2012 )

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

Destrict that the market value of this property which is the subject matter of the deed has been

Tell to little required stamp duty of this document is Rs.- 90900 /- and the Stamp duty paid as:

### Deficit stamp duty

Daficit stamp duty Rs. 85900:- is paid, by the draft number 645412, Draft Date 09/08/2012, Bank Name State Bank of India, NORTH BENGAL UNIV CMPUS, received on 14/08/2012

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

Figurided to registration at 12.00 hrs on :14/08/2012, at the Office of the A.D.S.R. BAGDOGRA by

### Admission of Execution(Under Section \$8,W.B.Registration Rules,1962)

Execution is admitted on 14/08/2012 by

 Akabar Khan, son of Md. Suleman Khan, Airportmore, Thana:-Bagdogra, P.O.:-Bagdogra District -Darieeling 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: Danieeling WEST BENGAL, India, , By Caste: Hindu, By Profession: Others.

( Dhruba Dasgupta )

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

Ohruba Dasgupta )

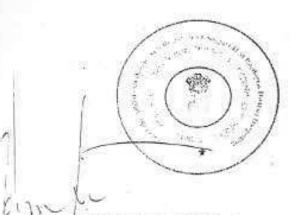
A.D.S.R. Siliguri-11 at Bagdoura

EndorsementPage 1 of 1

14/08/2012 15:21:00

### artificate of Registration under section 60 and Rule 69.

Registered in Book - 1 CD volume number 26 Page from 13 to 24 being 140 07918 for the year 2012.



-Dirruba Dasgupta) 03-September-2012 A.D.S.R. Siliguri-II at Bagdogra Office of the A.D.S.R. BAGDOGRA West Bengal