

I 8596



भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

अन्धप्रदेश पश्चिम बंगाल WEST BENGAL

A 539409

CERTIFIED THAT THE DOCUMENT ADMITTED TO  
REGISTRATION, THE SIGNATURE SHEET AND  
THE ENDORSEMENT SHEET ATTACHED TO THIS  
DOCUMENT ARE THE PARTS OF THIS DOCUMENT

ABOL DIST SUB-REGISTRAR  
SILIGURHI AT BAGDOURA DIST JHARKHAND

Page No. 1

04 SEP 2012

DEED OF SALE (CONVEYANCE)

Handwritten signature/initials in the top right margin.

## DEED OF SALE (CONVEYANCE)

|                |                  |
|----------------|------------------|
| Land measuring | : 04-Decimal     |
| Mouza          | : Bairatisal,    |
| J.L. No.       | : 70,            |
| Police Station | : Matigara,      |
| District       | : Darjeeling.    |
| Consideration  | : Rs. 3,63,500/- |

THIS INDENTURE IS MADE ON THIS THE 4th DAY OF September, 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 in 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.

A N D

File 2342/14

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. Akbar Khan is the absolute owner by way of purchase of all that piece or parcel of land measuring 04 decimals, situated within the Mouza – Bairatisal, J.L. No.70, Pargana – Patharghata, P.S. Matigara, Dist. Darjeeling, by virtue of a registered Deed of Sale, registered in the office of the Addl. District Sub-Registrar, Siliguri-II at Bagdogra, District Darjeeling and recorded in Book No. I, being document No. 7519 for the year 2012 and as such from the date of such purchase, the vendor hereof is the absolute and exclusive owner of land measuring 0.04 acre or 04 decimals respectively and got permanent heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

A N D

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 04 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.

A N D

31.01.2017

WHEREAS the Purchaser hereof relying on the aforesaid statement of the Vendor, has agreed to purchase the said land measuring 04-Decimal fully described in the schedule appended below and offered a price of the sum of Rs. 3,63,500/- (Rupees three lakh sixty three thousand five hundred) 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. 3,63,500/- (Rupees three lakh sixty three thousand five hundred) 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. Rs. 3,63,500/- (Rupees three lakh sixty three thousand five hundred) 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.

Handwritten: 14.02.2017

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.

4122211

### SCHEDULE

ALL THAT PIECE OR PARCEL of vacant land measuring 04-decimal, recorded in

| L.R. Khatian No. | R.S. Plot No. | L.R. Plot No. | Area        |
|------------------|---------------|---------------|-------------|
| 58               | 195           | 43            | 04 Decimals |

of land is hereby sold by the Vendor to the Purchaser hereof by these presents, situated within Pargana Patharghata, Mouza - BAIRATISAL, J.L. No. 70, Sheet No. 1, Police Station Matigara, 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 Windstar Realtorts Pvt. Ltd.; |
| By the South : | Land of Windstar Realtorts Pvt. Ltd.; |
| By the East :  | Land of Windstar Realtorts Pvt. Ltd.; |
| By the West :  | Land of Windstar Realtorts Pvt. Ltd.; |

Within the aforesaid boundary 04-decimal of land is hereby sold by the Vendor to the Purchaser hereof by these presents.

3. 4. 5. 6.

Page No. 7

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. *Nirmal Roy*

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

2. *Shishu Oraon*

S/o Sri Marowari Oraon,  
Of Rupsingh Jote, Gossainpur,  
P.S. Bagdogra,  
Dist. Darjeeling.  
Occupation : Business.

Drafted, read over and explained  
by me and computerized in my  
chamber:












*Himadri Mohanta*

Advocate / Siliguri.

Enrolment No. WB-1034 of 2002.



Finger Prints of \_\_\_\_\_











|   |            |   |   |  |   |   |
|---|------------|---|---|--|---|---|
| Passport Photo  |            | Thumb   | Fore Finger   | Middle Finger  | Ring Finger   | Little Finger   |
|   | Left Hand  |  |  |  |  |  |
|  | Right Hand |  |  |  |  |  |

WINDSTAR REALTORS PRIVATE LIMITED

  
Dipankar Dhar  
Authorized Signatory













Signature

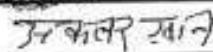
Finger Prints of \_\_\_\_\_

|                |            |   |   |  |   |   |
|----------------|------------|---|---|--|---|---|
| Passport Photo |            | 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 |  |  |  |  |  |

  
J. K. Singh

Signature





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. 08726 / 2012, Deed No. (Book - I , 08596/2012)

Signature of the Presentant

| Name of the Presentant   | Photo   | Finger Print  | Signature with date    |
|--|---|---|------------------------|
| Mr. Akbar Khan<br>Maszidpara, Airportmore,<br>Thana:-Bagdogra, P.O. :-<br>Bagdogra<br>District:-Darjeeling, WEST<br>BENGAL, India, | <br>04/09/2012 | <br>LTI<br>04/09/2012 | সকল রবান<br>04.09.2012 |

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

| Sr No. | Admission of Execution By  | Status | Photo   | Finger Print   | Signature |
|--------|--|--------|---|--|-----------|
|        | Mr. Akbar Khan<br>Address:-Maszidpara,<br>Airportmore,<br>Thana:-Bagdogra, P.O. :-<br>Bagdogra<br>District:-Darjeeling, WEST<br>BENGAL, India, | Self   | <br>04/09/2012 | <br>LTI<br>04/09/2012 | সকল রবান  |

Name of Identifier of above Person(s)

Mr. Roy  
Thana:-Bagdogra, P.O. :-Bagdogra  
District:-Darjeeling, WEST BENGAL, India,

Signature of Identifier with Date

Mir mal Roy  
04.09.12

  
(Dhruba Dasgupta)

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



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

Endorsement For Deed Number : I - 08596 of 2012  
(Serial No. 08726 of 2012)

On

Payment of Fees:

On 04/09/2012

**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, 1955 Court fee stamp paid Rs.10/-

Payment of Fees:

Amount By Cash

Rs. 3993.00/-, on 04/09/2012

( Under Article : A(1) = 3993/- on 04/09/2012 )

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

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs. -3,63,640/-

Certified that the required stamp duty of this document is Rs.- 18182 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

**Deficit stamp duty**

Deficit stamp duty Rs. 13200/- is paid, by the draft number 645872, Draft Date 31/08/2012, Bank Name State Bank of India, NORTH BENGAL UNIV CMPUS, received on 04/09/2012

**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 12.59 hrs on :04/09/2012, at the Office of the A.D.S.R. BAGDOGRA by Md. Akbar Khan ,Executant.

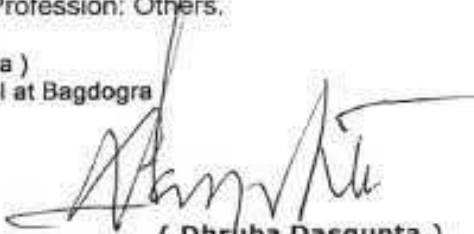
**Admission of Execution(Under Section 58,W.B.Registration Rules,1962)**

Execution is admitted on 04/09/2012 by

- 1 Md. Akbar Khan, son of Md. Suleman Khan , Maszidpara, Airportmore, Thana:-Bagdogra, P.O. -Bagdogra ,District:-Darjeeling, WEST BENGAL, India, , By Caste Muslim, By Profession : Others

Identified By Nirmal Roy, son of Lt. Deben Roy, Rupsingh Jote, Thana:-Bagdogra, P.O. :-Bagdogra District:-Darjeeling, WEST BENGAL, India, , By Caste: Hindu, By Profession: Others.

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

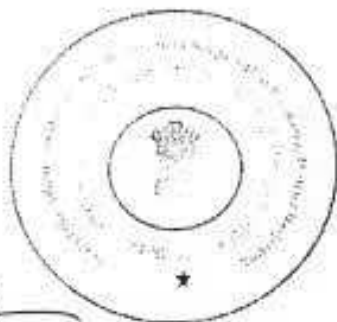
  
( Dhruva Dasgupta )  
A.D.S.R. Siliguri-II at Bagdogra

04/09/2012 14:13:00

EndorsementPage 1 of 1

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 32  
Page from 238 to 245  
being No 08596 for the year 2012.



*Shruba Dasgupta*

(Shruba Dasgupta) 30-October-2012  
A.D.S.R. Siliguri-II at Bagdogra  
Office of the A.D.S.R. BAGDOGRA  
West Bengal