भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु. 5000

पाँच हजार रुपये

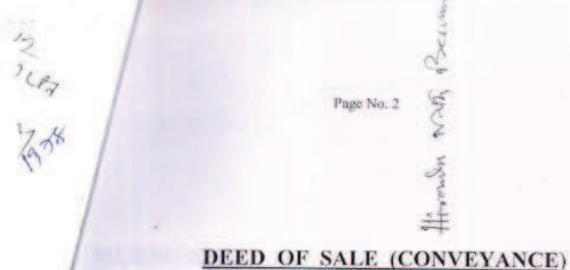
FIVE THOUSAND RUPEES

शानियवका पश्चिम बंगाल WEST BENGAL

A 246500

Page No. 1

# DEED OF SALE (CONVEYANCE)



Land measuring : 17-Decimal

Mouza : Bairatisal,

J.L. No. : 70,

Police Station : Matigara,
District : Darjeeling.

Consideration : Rs. 15,45,000/-

THIS INDENTURE IS MADE ON THIS THE 2 DAY OF MARCH, 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 Director MR. RATAN LAL SAHA, S/o Late Ranajit Kumar Saha, who has been appointed to represent the Vendee/Purchaser is these presents by a Resolution dated 20.01.2012 adopted in the meeting of the Board of Directors of the Purchaser/Vendee, PAN – AABCW 1111 E.

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SRI HIRENDRA NATH BARMAN, son of Sri Jatindra Nath Barman, Hindu by religion, Nationality Indian, Service by Occupation, resident of Saradapally, P.O. Kadamtala, P.S. Matigara, 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 Sri Harendra Nath Barman is the absolute owner by way of purchase of all that piece or parcel of land measuring 52 decimals, situated within the Mouza – Bairatisal, J.L. No. 70, Khatian No. 1727, L.R. Plot Nos. 43, 46, 49, 50, 117, 118, 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 executed and presented by Sri Haripada Barman son of Jogesh Chandra Barman and recorded in Book No. I, being document No. 1311 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 52 decimals and got permanent heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

#### 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 0.17 acre or 17 decimals in above one L.R. Plot, being L.R. Plot No. 46, out of above total land measuring 0.52 acre or 52 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.

Hazer Mark Backer

WHIREAS the Purchaser hereof relying on the aforesaid statement of the Vendor, has agreed to purchase the said land measuring 17-Decimal fully described in the schedule appended below and offered a price of the sum of Rs. 15,45,000/- (Rupees fifteen lakh forty five 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 of at or for the price of the sum of Rs. 15,45,000/- (Rupees tifteen lakh forty five 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. Rs. 15,45,000/- (Rupees fifteen lakh forty five 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, liberties, easements, privileges, appendices, appurtenances, interest. 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.

Hase No. 2

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 17-decimal, recorded in

L.R. Khatian No.

R.S. Plot No.

L.R. Plot No.

Area

1727

204

46

17 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, Police Station Matigara, District Darjeeling, in the State of West Bengal. Gram Panchayat area, Classification of land Danga, and the said demised land is butted and bounded as follows:-

By the North:

Land of Windstar Realtors Pvt. Ltd.:

By the South:

Land of Balason Realtors Pvt. Ltd.;

By the East :

Lachka River;

By the West:

Land of Mouza boundary of Rupsing

and then land of Bablu Oraon and others;

Within the aforesaid boundary 17-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. Nimas Rot

S/o Late Deben Roy,

Of Rupsingh Jote, Gossainpur,

P.S. Bagdogra,

Dist, Darjeeling.

Occupation: Business.

2. Horshow Go wan

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;

Advocate / Siliguri.

Enrolment No. WB-1034 of 2002.

Finger Prints of Fore Middle Little Ring Thumb Finger Finger Finger Finger Left Hand Right Hand

Hirmon NOT Brance. Signature

Finger Prints of

Passport Photo

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

Signature

Finger Prints of

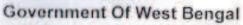
**Passport** Photo

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand	0	0	0	0	
Right Hand				9	

Signature

Ratan Lai Saha Director

Name of the Presentant Signature with date Hornon With Brown Hirendra Nath Barman II. Signature of the person(s) admitting the Execution at Office. SI No. Admission of Execution By Photo Status **Finger Print** Signature Hirendra Nath Barman Self Address -Saradapally, Thana: -Matigara, District:-Darjeeling, WEST BENGAL, India, P.O. :-Kadamtala 02/03/2012 02/03/2012 Name of Identifier of above Person(s) Signature of Identifier with Date Nirmal Roy Vinnal Rot 2/3/12 Rupsingh Jote, Thana:-Bagdogra, District:-Darjeeling, WEST BENGAL, India, P.O.:-Bagdogra (Dhruba Dasgupta) A.D.S.R. Siliguri-II at Bagdogra Office of the AD\$R Siliguri-II at Bag-02/03/2012 Page 1 of 1



Office Of the ADSR Siliquri-II at Bagdogra District:-Darjeeling

Endorsement For Deed Number : I - 01965 of 2012

(Serial No. 01978 of 2012)

#### ent of Fees:

2/03/2012

# tificate 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. 16984/-, pn 02/03/2012

(Under Article : A(1) = 16984/- on 02/03/2012)

#### 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.-1545000/-

Certified that the required stamp duty of this document is Rs.- 77250 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

#### Deficit stamp duty

Deficit stamp duty Rs. 72250/- is paid, by the draft number 283736, Draft Date 02/03/2012, Bank Name State Bank of India, NORTH BENGAL UNIV CMPUS, received on 02/03/2012

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

Presented for registration at 16.07 hrs on :02/03/2012, at the Office of the ADSR Siliguri-II at Bagdogra by Hirendra Nath Barman ,Executant.

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

Execution is admitted on 02/03/2012 by

 Hirendra Nath Barman, son of Sri Jatindra Nath Barman, Saradapally, Thana:-Matigara, District -Darjeeling, WEST BENGAL, India, P.O.:-Kadamtala, By Caste Hindu, By Profession: Service

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

( Dhruba Dasgupta ) A.D.S.R. Siliguri/II at Bagdogra

EndorsementPage 1 of 2

02/03/2012 17:20:00

# Government Of West Bengal Office Of the ADSR Siliquri-II at Bagdogra District:-Darjeeling

Endorsement For Deed Number: I - 01965 of 2012

(Serial No. 01978 of 2012)

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

> ( Dhruba Dasgupta ) A.D.S.R. Siligum-II at Bagdogra

Endorsement page 2 of 2

Registration under section 60 and Rule 69.

olume number 6 e from 27 to 39 ng No 01965 for the year 2012.



hruba Dasgupta) 15-March-2012 D.S.R. Siliguri-II at Bagdogra ffice of the ADSR Siliguri-II at Bagdogra fest Bengal