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# DEED OF SALE



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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OF SALE

Bernast, North 24 Parganes Valued at

(Rupees Forty nine thousand five hundred) Only

6 JUL 2007

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THIS INDENTURE made this 28th day of August, 2006 (Two Thousand Six of the Christian Era).

### BETWEEN

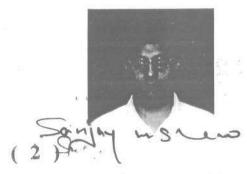
107 000/SRI ASHOKE KUMAR PAUL, Son of late Nityananda Paul, 9560/ by faith - Hindu, by occupation - Business, residing at Siti, Kazipara, P.S. Barasat, District - North 24 Parganas, hereinafter called and referred to as the VENDOR (which term or expression shall unless excluded by or repugnant to



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns of the **FIRST PART.** 

#### AND

1) SRI SOMNATH DEB, Son of Sri Phani Bhusan Deb,
2) SMT. BABITA RANI DEB, Wife of Sri Somnath Deb, both
by faith - Hindu, by occupation - Business and House-wife
respectively, by Nationality - Indian, both residing at C/o
Somnath Deb, Agarpara, Mahajati More, Agarpara, Nilganj
Road, P.O. Agarpara, District - North 24 Parganas, Pin-743177,
hereinafter called and referred to as the PURCHASERS (which



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(3)

terms of expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns of the **SECOND PART.** 

#### AND

M/S DESIRE AGRO RESORTS DEVELOPMENT PVT. LTD. having its registered office at P/594 Purna Das Road, P.S. Lake, Kolkata-700 029, City Office: P/85, Lake Road, Kolkata-700029, hereinafter called and refered to as the CONFIRMING PARTY its Managing Director SHRI SANJAY KUMAR SHAW, Son of Mewalal Shaw, residing at P-23, Dobson Lane, Howrah-

711101, (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its authorised representatives, successors, successor-in-office and assigns) of the **THIRD PART.** 

WHEREAS the Vendor Ashake Kumar Paul, Son of Late Nityananda Paul, residing at Siti, P.O. Kazipara, P.S. Barasat, District - North 24 Parganas purchased land by a registered Deed of Sale, dated 04.04.1977, registered at S.R.O. Barasat, being No. 2078 from Maola Box Mondal, Son of Late Samsuddin Mondal of Siti purchased area of land 37 Decimals out of 74 Decimals in C.S. & R.S. Dag No. 671 (Part), R.S. Khatian No. 364, L.R. Khatian No. 12, L.R Dag No. 539 (Part) of Mouza - Siti nature of land Danga purchased deed and took khas possession from therein and became the absolute owner in khas possession of said land in said Dag.

AND WHEREAS by virtue of the aforesaid Deed the said Ashoke Paul herein become the absolute owner of the said land fully described in the Schedule hereunder written and the said Vendors were in continuous possession of the said land having undettered right, title and interest morefully described in the Schedule hereunder written and intended to be here by sold.

AND WHEREAS the Vendor entered into an agreement with the Confirming Party and appointed the Confirming Party for sale and development of the said land. The Vendor and the Confirming Party come to an understanding for disposal

of the said land, an agreement was executed by and between the above parties.

AND WHEREAS the Vendor herein lawfully and absolutely seized and possessed of and otherwise well and sufficiently entitled to and have/has been using and enjoying the said property after paying rents, issues, taxes, rates and revenues. AND WHEREAS the Purchasers herein have response of the offer agreed purchase and the Vendor agreed to sell the said Plot No. 105 comprised in area of land 2 cottahs more or less or 3.30 decimals with the facilities available in C.S. & R.S. Dag No. 671 (Part), R.S. Khatian No. 364, L.R. Khatian No. 12, L.R Dag No. 539 (Part) of Mouza - Siti, A.D.S.R.O. Barasat, District - North 24 Parganas, morefully described in the Schedule hereunder written and branches at a total amount of Rs. 49,500.00 (Rupees Forty nine thousand five hundred) only the full consideration money. NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement and in consideration thereof sum of Rs. 49,500.00 (Rupees Forty nine thousand five hundred) only have been given by the Purchasers to the Vendor this day in the manner aforesaid described in the memo of consideration given towards the price of the said land and/ or from the same and every part thereof the Vendor doth hereby acquit, release, sell, transfer, grant, convey, assure the said land unto the said purchasers all that piece and parcel of land as Plot No. 105 measuring 2 cottahs more or

less or 3.30 decimals with the facilities available in C.S. & R.S. Dag No. 671 (Part), R.S. Khatian No. 364, L.R. Khatian No. 12, L.R Dag No. 539 (Part) of Mouza - Siti, A.D.S.R.O. Barasat, District - North 24 Parganas morefully and particularly described in the Schedule hereunder written and in accordance with the site plan enclosed hereto or howsoever otherwise as well as the said land and hereditaments now is or are heretofore was or were situated, butted, bouned, called knwon numbered described or distinguished togetherwith all paths muniments described or distinguished right to user in common passages ways, sewers, drains, ditches hedges shrubs water courses and all other former and ancient rights lights liberties privileges benefits easements and appurtenances whatsoever to the said land belonging to or in anywise appertaining thereto and reversion or reversions remainder or remainders and the taxes, issues and profits thereof and all the deeds, muniments writings evidences of title whatsoever relating thereto or concerning the said land and every part thereof which are or may hereafter be in the custody power control or possessing of the Vendor may procure the said without any lawful eviction or action or suit to have and to hold the said land and hereditaments so far as to be unto and said purchaser absolutely to be unto the said Purchaser absolutely free from all encumbrances on the terms and conditions appended below and the Vendor doth hereby covenant with the purchaser that notwithstanding any act,

things whatsoever made done and executed or knowingly suffered to the contrary the Vendor now has good right full power and absolute authority and the Vendor indefeasible title to grant, convey, transfer or sell the said land hereby sold transferred and conveyed or expressed or intended to be unto and to the use of the Purchaser or the said land to the purchaser and the purchaser shall may at all times hereafter peaceably and quietly hold possess and enjoy the said land or every part thereof and pay the tax to the Colletor 24 Parganas (North) for the State of West Bengal upon getting up receive the taxes issues and profits thereof without any lawful eviction interruption claim and demand whatsoever or any person or persons lawfully or equitably claiming from under or in trust for the Vendor or any of the predecessors in title and that free and clear and freely and clearly and absolutely acquitted, exonerated and discharged saved harmless and keep the said purchaser indemnified from or against all charges water courses encumbrances created by the Vendor or any their predecessors in title and free that free from all encumbrances whatsoever made or suffered by the Vendor or any person or persons lawfully or equitably claiming any estate or interest upon the said land or part there from under or for the Vendor and shall and will from to time hereafter the request and costs of the Purchaser do and execute or cause to be done and executed all such lawful acts, deeds and things whatsoever

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		Left hand Fore finger	Left hand Fore finger		
		Left hand Middle finger	Left hand Middle finger		
		Left hand Ring finger	Left hand Ring finger		
	2 2	Left hand Little finger	Left hand Little finger		
ATTESTED THE FINGER PRINTS				ATTESTED THE FINGER PRINTS	
	SIGNATURE			SIGNATURE	

# MEMO OF CONSIDERATION

RECEIVED of and from the within named purchaser within mentioned sum of Rs. 49,500.00 (Rupees Forty nine thousand five hundred) only being the full amount of the consideration money as per memo below :

By Cash/Cheque

Rs.

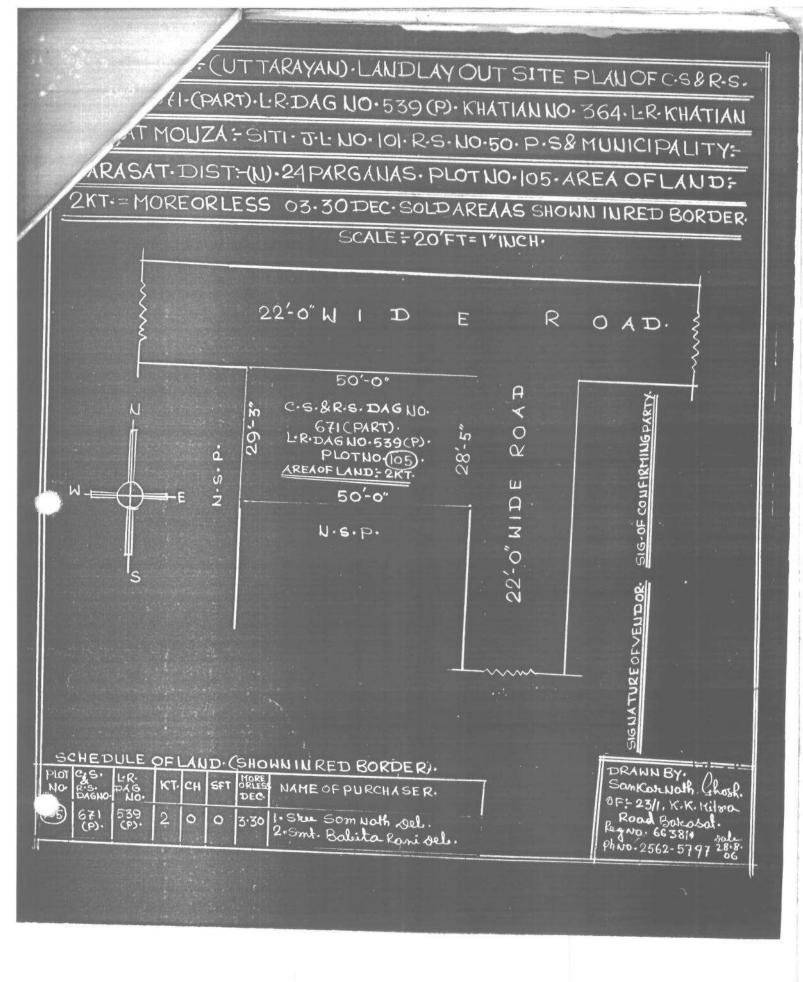
49,500.00

(Rupees Fourty nine thousand five hundred only)

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Sankar Nath Ghosh, 23/1 K.K. Mitra Road, Barasat, 24 Parganas (N), Licence No. II-38, A.D.S.R.O. Barasat

Laser Setter : Bose Amitava Sankar1C/AB



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

Registered in Book - I CD Volume number 1 Page from 14238 to 14254 being No 02333 for the year 2007.



() 17-July-2007

Office of the A. D. S. R. BARASAT West Bengal

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matter or for further and more perfectly assuring and conveying the said land to be and unto the said purchaser as shall or may be reasonably required.

The Vendor further declares that the land hereby sold has not been is no charge lease, lien, lispendens in respect of the said land. No case or proceedings is pending before any Court of Law against the said property hereby sold. The Vendor sold the said land morefully and particularly described in the Schedule hereunder written while having good and marketable title and free from all encumbrances, the purchaser shall be entitled to proper maintenance of the common areas and facilities like roads, water, water courses, sewerages park is land and lights posts telephone connections boxes letter box etc.

The Vendor also undertake to execute and register any supplementary Deed or Deeds of Rectification favour of the purchaser at the costs of the purchaser if any error or omission is transpired in this Deed in future.

## THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Danga Land named as UTTARAYAN as **Plot No. 105** measuring 2 cottahs more or less or 3.30 decimals with the facilities available in C.S. & R.S. Dag No. 671 (Part), R.S. Khatian No. 364, L.R. Khatian No. 12, L.R Dag No. 539 (Part) of Mouza - Siti, A.D.S.R.O. Barasat, District - North 24 Parganas, within the local limits of Barasat Municipality under Ward No. 11, Holding No. 49

and the said property morefully shown and delineated with the colour RED map or plan annexed herewith and the said property is butted and bounded below :

On the North: 22 ft. wide road.

On the South: Non Scheme Plot No.

On the East : 22 ft. wide road.

On the West: Non Scheme Plot No.

IN WITNESS WHEREOF the Vendor has set and subscribed her hand and seal on the day, month and year first above written.

In the presence of ?

1. Derospansheepie

2. Skyand Biskma Rolaniy e4, Polner Pask 16f 99 Boke Ko Pal

Vendor

Confirming Party

