

## DEED OF SALE





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Bernant, North 24 Pagganas

DEED OF SALE

Barasat, North 24 Parganas

798940

JUL 2007 Valu

Valued at Rs. 83,000.00

- 6 JUL 2007

(Rupees Eighty three thousand) Only

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

### **BETWEEN**

\*\* 149 \*\*\* (1) SMT APARNA PAUL, Wife of Late Nityananda Paul, 3760 (2) SRI ALOKE KUMAR PAUL, Son of Late Nityananda Paul, both represented by their legal and Lawful Attornies (by seperate registered General Power of Attorney, duly registered at Book No. IV, Power of Attornies Nos. 00070 and 00071, both dated 13.2.2003, both registered at D.R.-II Barasat, North 24 Parganas), and selves (3) SRI ASHOKE KUMAR PAUL,



পশ্চিমবঙ্গা पश्चिम बंगाल WEST BENGAL

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( 2 )

and **(4) SRI ARUP KUMAR PAUL**, both sons of late Nityananda Paul, all are residing at Siti, P.O. Kazipara, P.S. Barasat, District - North 24 Parganas, all are by faith - Hindu, by occupation - No. 1 Housewife, No. 2 Service, 3 and 4 Business, hereinafter called and referred to as the **VENDORS** (which term or 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 **FIRST PART**.

### AND

SRI JYOTIRMOY GHOSH, Son of Late Nanda Dulal Ghosh, by faith - Hindu, by occupation - Business, by Nationality -



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Indian, residing at 35/1A, Chander Villa Road, Kolkata-700082, P.S. Thakurpukur, hereinafter called and referred to as the PURCHASER (which terms of expression shall unless excluded by or repugnant to the context be deemed to mean and include his 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-700 029, hereinafter called and refered to as the CONFIRMING PARTY its Managing Director SHRI SANJAY KUMAR SHAW, Son of Mewalal Shaw, residing at P-23,



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(4)

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 Nityananda Paul, son of Late Krishna Lal Paul, residing at Siti, P.O. Kazipara, P.S. Barasat, District - North 24 Parganas purchased land in C.S. & R.S. Dag No. 631, C.S. Khatian No. 342, R.S. Khatian No. 344, L.R. Dag No. 539 (Part), L.R. Khatian No. 692 of Mouza - Siti from Enchan Ali Mondal, Son of late Pardeshi Mondal of Bara, P.S. Barasat, District - North 24 Parganas by a registered Sale Deed vide no. 6379, dated 07.08.1972 duly registered



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(5)

in Book No. I, Volume No. 66, pages from 239 to 240, registered at S.R.O. Barasat took khas possession from therein and became the absolute owner in khas possession of said land in said Dag.

AND WHEREAS by virtue sof the aforesaid Deed the said Nityananda Paul herein become the absolute owner of Sixteen annas owner of the said land fully described in the schedule hereunder written.

AND WHEREAS while said Nityananda Paul was in khas possession of the hereunder schedule below property died on 15.05.2000 leaving behind his only wife and three sons

namely (1) Smt. Aparna Paul (wife), (2) Sri Ashoke Kumar Paul (son), (3) Sri Aloke Kumar Paul (son) and (4) Sri Arup Kumar Paul (son) as his only legal heirs.

AND WHEREAS the Vendors of this sale deed become the absolute owners in khas possession of hereunder property by dint of inheritance from their husband and father Nityananda Paul (since deceased) and become the absolute owners in khas possession of the hereunder property and the Vendors have good marketable right, title and interest of the schedule hereunder property to sell the purchase of this sale deed.

AND WHEREAS the Vendors entered into an agreement with the Confirming Party and appointed the Confirming Party for sale and development of the said land. The Vendors 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 Vendors 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 Purchaser herein has response of the offer agreed purchase and the Vendors agreed to sell the said Plot No. **52** comprised in area of land 3 cottahs more or less or 4.96 decimal with the facilities available in Mouza - Siti, C.S. & R.S. Dag No. 631, C.S. Khatian No. 342, R.S. Khatian No. 344, L.R. Dag No. 539 (Part), L.R. Khatian No. 692 of Mouza - Siti, A.D.S.R.O. Barasat, District - North Parganas, morefully described in the Schedule hereunder

written and branches at a total amount of Rs. 83,000.00 (Rupees Eighty three thousand) only the full consideration money.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement and in consideration thereof sum of Rs. 83,000.00 (Rupees Eighty three thousand) only has been given by the Purchaser to the Vendors 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 Vendors doth hereby acquit, release, sell, transfer, grant, convey, assure the said land unto the said purchaser all that piece and parcel of land measuring 3 cottahs of C.S. & R.S. Dag No. 631, C.S. Khatian No. 342, R.S. Khatian No. 344, L.R. Dag No. 539 (Part), L.R. Khatian No. 692 of Mouza - Siti, P.S. and 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, muniment's 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 Vendors 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 Vendors doth hereby covenant with the purchaser that notwithstanding any act, deeds, things whatsoever made done and executed or knowingly suffered to the contrary the Vendors now has good right full power and absolute authority and the Vendors 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 Vendors 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 Vendors or any their predecessors in title and free that free from all encumbrances whatsoever made or suffered by the Vendors 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 Vendors 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 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 Vendors 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 Vendors 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 Vendors 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, measuring 3 Three Cottahs more or less 4.96

Decimals being Plot No. 62, C.S. & R.S. Dag No. 631, C.S. Khatian No. 342, R.S. Khatian No. 344, L.R. Dag No. 539 (Part), L.R. Khatian No. 692 of Mouza - Siti, J.L. No. 101, Touzi No. 146, Pargana - Anowarpur, P.S., A.D.S.R.O. and Municipality Barasat, Ward No. 11, Holding No. 49, District - North 24 Parganas, 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: Land of others.

On the South: 22 feet wide road.Plot No. 32.

On the East: Plot No. 63.

On the West: Plot No. 61 and 60.

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

In the presence of :

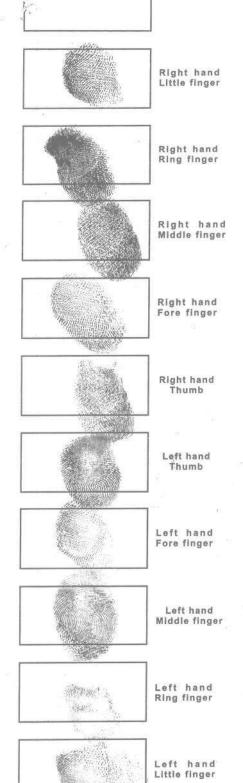
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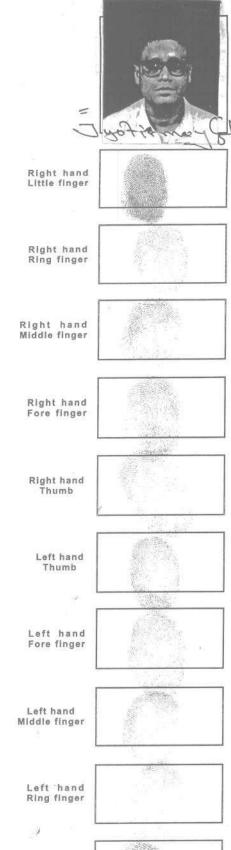
Confirming Party

## PASS PORT PHOTO WITH SIGNATURE



ATTESTED THE FINGER PRINTS

4231



Left hand Little finger

ATTESTED THE FINGER PRINTS

SIGNATURE

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OFFICE OF T	HE			
Photo of the presentant should be pasted in the front page of the document				
(1) Name: 🕠	what guerrio a	. Status – Presenta	nt	
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person and attested by the said person.				
Signature of the Presentant/Executant/Claimant/Attorney/ Principal/Gurdian/Testator (Tick the appropriate status)				

### MEMO OF CONSIDERATION

RECEIVED of and from the within named purchaser within mentioned sum of Rs. 83,000.00 (Rupees Eighty three thousand) only being the full amount of the consideration money as per memo below:

By Cash/Cheque

Rs.

83,000.00

(Rupees Eighty three thousand)

WITNESSES :

1. Skyamal Koshna Kislanion 24 Poince Pask Xof- 99 2. Devoluta Brained 5 frontest

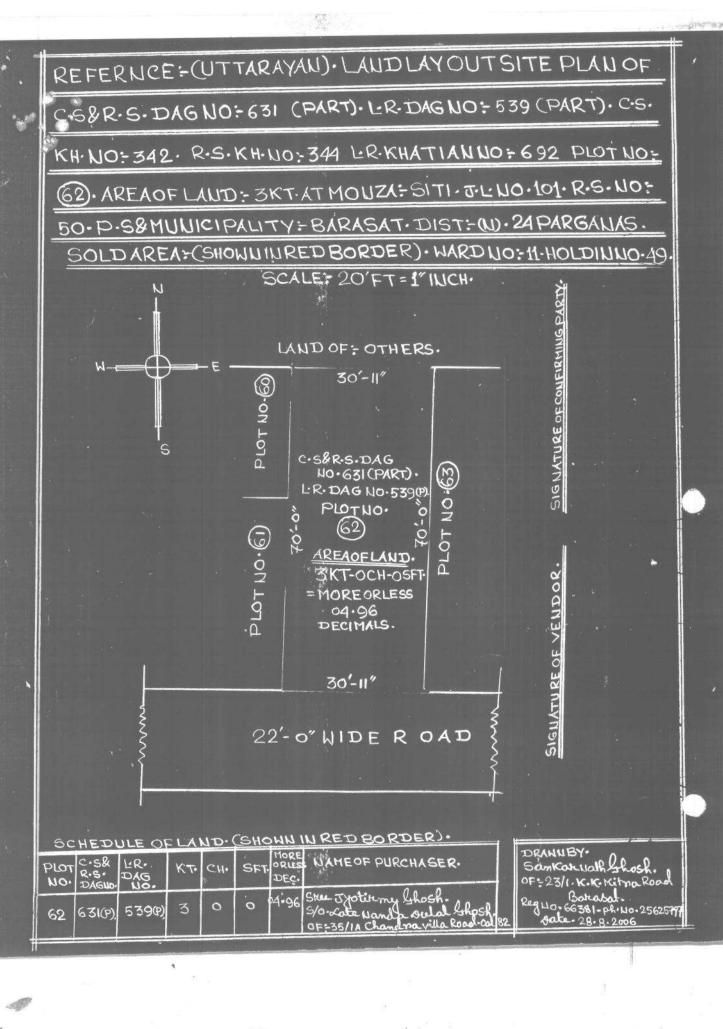
- Asoke vor faul & - Arup ks land self and asthi constituted Attorney and as in Pavous of Aparna poul & Aloke Kr. paul.

Confirming Party

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

Amitava Bose

Sankar1D/AB



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

Registered in Book - I CD Volume number 1 Page from 14299 to 14318 being No 02337 for the year 2007.



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() 17-July-2007

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

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- (q) not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- 1.1 In the event of the First Party failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the First Party under these presents and/or in observing and performing the covenants terms and conditions of the First Party hereunder then without prejudice to the other remedies available against the First Party hereunder, the First Party shall be liable to pay to the Maintenance-in-charge, interest at the rate of 2% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to:
  - disconnect the supply of electricity to the First Party's Allocation.
  - b) withhold and stop all other utilities and facilities (including lift, generator, water, etc.,) to the First Party and his employees customers agents tenants or licencees and/or the First Party's Allocation.
  - c) to demand and directly realize rent and/or other amounts becoming payable to the First Party by any tenant or licensee or other occupant in respect of the First Party's Allocation.

# THE FIFTH SCHEDULE ABOVE REFERRED TO: (Specifications in respect of the Unit/s comprised in the First Party's Allocation and the Designated Building)

#### Walls

Internal brick walls with Plaster-of-Paris finish. External wall with acrylic exterior paint.

#### Finish

Ceramic tiled floors.

Kota stone/vitrified tiles in lobby and staircase.

Granite kitchen platform with stainless steel sink and 2 (two) feet dado.

Tiles on toilet walls upto door height.

#### Electricals

Concealed copper wiring.

Basic modular switches.

One cable TV, telephone and intercom point in each Unit.

Power point in kitchen and toilet.

A.C. point in master bedroom.

### Sanitary ware and Plumbing

Sanitary ware of reputed make. Chrome plated fittings of reputed brands. Hot water pipe line in one toilet.

### **Doors and Windows**

Decorative main door, all others flush doors. Aluminium sliding windows.

Porte,

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