

পশ্চিমবঙ্গা पश्चिम बंगाल WEST BENGAL

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1 DEC 2007

DEED OF CONVEYANCE

300

Valued at Rs. 2,25,000.00 (Rupees two lacs twenty five thousand) only.

A-2464

THIS INDENTURE is made on this the 11th day of December, 2007 (Two thousand Seven) A.D.

BETWEEN

Pal, by nationality Indian, by faith Hindu, by occupation
Business, residing at C/o. Ratnadeep Paul, Thakurdas Sarani,
Barasat, P.O. Barasat, P.S. Barasat, Dist. North 24 Parganas,

bas been real and on 11/11/05 as per Banker's Cheers / 282061



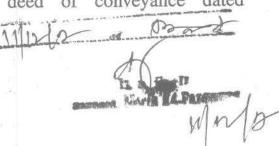
Kolkata-700124, hereinafter called and referred to as the VENDOR, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, executors, representatives and assigns) of the ONE PART.

AND

residing at Thakurdas Sarani, Barasat, P.O. Barasat, P.S. Barasat, Dist. North 24 Parganas, Kolkata-700124, by nationality Indian, by faith hindu, by occupation Business, hereinafter called and referred to as the PURCHASERS (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs, successors, executors, representatives and assigns) of the OTHER PART.

WHEREAS all that piece and parcel of land measuring an area 3 cottahs of Dag No. C.S. & R.S. 621 & 624 (part) under Khatian No. 66 & 167, situated at Mouza Sinthi, J.L. No. 101, under P.S. Barasat, in the Dist. of North 24 Parganas was owned and possessed by one Achar Ali Mondal & others.

AND WHEREAS by virtue of a deed of conveyance dated



26-03-1966 registered in the office of S.R. Barasat, recorded in book No. I, volume No. 36 pages 130 to 132 being No. 2200 for the year 1966 for the consideration therein mentioned aforesaid Achar Ali Mondal & others. sold, granted, transferred and conveyed the schedule land alongwith other landed properties in favour of one Nityananda Paul.

AND WHEREAS by virtue of a deed of conveyance dated 22-03-1972, registered in the office of S.R. Barasat, recorded in book No. I, volume No. 33 pages 140 to 142 being No. 2277 for the year 1972 for the consideration therein mentioned Abdul Bari Mondal & others sold, granted, transferred and conveyed the schedule land alongwith other landed properties in favour aforesaid Nityananda Paul.

AND WHEREAS the land as mentioned above was recorded in the name of said Nityananda Paul in L.R. Khatian No. 692 as the land of L.R. Dag No. 539 in place of the land of C.S. & R.S. Dag No. 621 & 624.

AND WHEREAS subsequently aforesaid Nityananda Paul expired leaving behind his widow Aparna Paul, his sons Ashok Kumar Paul, Alok Kumar Paul & Arup Kumar

Paul as his heirs and successors.

AND WHEREAS while aforesaid Aparna Paul, Ashok Kumar Paul, Alok Kumar Paul & Arup Kumar Paul owned and possessed the land being the absolute owners of the same, they entered into an agreement with M/s. Desire Agro Resorts Development Pvt. Ltd..

AND WHEREAS due to legal necessity they decided to sell out the same immediately.

AND WHEREAS the present owner/vendor agreed to purchase the same knowing the proposal of sell at or for the consideration therein mentioned with the consent of aforesaid M/s. Desire Agro Resorts Development Pvt. Ltd AND WHEREAS by virtue of a deed of conveyance dated 17-10-2003 registered in the office of D.S.R.-II Barasat, which was subsequently numbered as a deed of conveyance recorded in book No. I, volume No. 1 pages 1 to 19, being No. 05069, for the year 2005 for the consideration therein mentioned aforesaid Aparna Paul, Ashok Kumar Paul, Alok Kumar Paul & Arup Kumar Paul sold, granted, transferred and conveyed 3 cottahs of land in favour of the present owner/vendor and aforesaid M/s. Desire Agro Resorts Development Pvt. Ltd represented by its Managing

Director Sri Sanjay Kumar Shaw joined in this deed of conveyance as the confirming party with a view to confirm the same.

AND WHEREAS the land as mentioned above shown in the sketch map morefully described in the schedule of this indenture is absolutely seized and possessed by the present vendor.

AND WHEREAS due to legal necessity, the vendor decided to sell out the land morefully described in the schedule hereunder written and the same is free from all encumbrances and the vendor proposed to sell out the same.

AND WHEREAS the purchaser herein knowing the proposal of the vendor through reliable source intend to purchase the said land mentioned in the schedule below at or for the consideration of Rs. 2,25,000.00 (Rupees two lacs twenty five thousand) only.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 2,25,000.00 (Rupees two lacs twenty five thousand) only of the lawful money of the Union of India, well and truly paid at or before the execution of these presents by the purchaser to the vendor (the

receipt whereof the vendor do and doth hereby admit and acknowledge and of and from the same and every part thereof does and doth hereby acquit release and for ever discharge the purchaser the said land hereby sold and conveyed) and the vendor do and doth hereby to extent of his proposed land absolutely and in defeasibly grant convey, sell, transfer, assure and assign unto and to the use of the purchaser ALL THAT the and parcel of land morefully described in Schedule hereunder written and shown and dealineated in the map or plan annexed hereto and thereon shown within border TOGETHER WITH all rights of and in the common passage and easement rights HOWSOEVER OTH-ERWISE the said piece and parcel of land or any part thereof now are or is heretofore were or was situated butted bounded called known described or distinguished the piece and parcel of land TOGETHER WITH all morefully described in the schedule whatsoever belonging or in anywise appertaining to the said piece and parcel of land or any part thereof or the same now are or is or at any time or times heretofore were or was held used occupied or enjoyed or occupied deemed taken or as part and parcel thereto AND the

issues and profits thereof and all legal incidents thereof and all the estate right, title, claim interest property inheritance possession use claim and demand whatsoever of the vendor into or upon the said piece and parcel of land and every part thereof TOGETHER WITH all deeds, evidence of title exclusively relating to or concerning the said piece and parcel of land or any part thereof which or hereinafter shall or may be in the custody possession power or control of the vendor or any other person or persons from whom the vendor may procure the same without any action or suit TO HAVE AND TO HOLD the said piece and parcel of land hereby granted sold transferred and conveyed or expressed intended so to and every part thereof together with all and every part of her rights unto and to the use of the purchaser absolutely and forever free from all encumbrances AND the vendor do and doth hereby for himelf and his heirs, executors, administrators and representatives covenant with purchaser that notwithstanding any act deed or thing vendor done or executed or showingly suffered contrary the vendor is lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said piece and parcel of land hereby

granted or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner or condition use trust or other thing whatsoever to alter defeat encumber or make void the same AND that notwithstanding any such act deed or thing whatsoever as aforesaid the vendor have good right full power absolute authority and indefeasible title to grant convey and sell the said piece and parcel of land hereby granted conveyed and sold or expressed so to be unto and to the use of the purchaser in the manner aforesaid AND the purchaser shall and may at all times.

NOW THIS DEED WITNESSETH as follows :-

1. In consideration of the sum of Rs. 2,25,000.00 (Rupees two lacs twenty five thousand) only to the Vendor well the purchaser on and truely paid by or before the execution of these presents by way of memo consideration on receipt of which the vendor do hereby admit and acknowledge and from the said and every part thereof hereby acquit release and forever discharge the purchaser as well as the said land the vendor do hereby sell, grant, transfer, convey, assign and assure to purchaser ALL THAT the said piece and parcel of land measuring more or less 3 cottahs be it a little more

or less situate and lying as mentioned above and fully described in the schedule hereunder written and all documents of title relating to the said piece of land AND all the right, title and interest of the vendor into and upon the said piece of land or any part thereof AND all documents of title relating to the said piece of land AND all the right, title and interest of the vendor into and upon the said piece of land or any part thereof and all other persons having any beneficial interest into or upon the said property and every part thereof TO HOLD the same to the purchaser absolutely and forever according to the nature thereof free from all encumbrances charges, lispendens, Mortgages attachments whatsoever.

- 2. The vendor do hereby conveyant with the purchaser as follows:—
- i) The vendor have good, rights and full power to sell out the aforesaid property in favour of the purchaser in manner aforesaid.
- ii) The said piece of land is free from all charges, lispendence attachments mortgages or any other encumbrances whatsoever.

- iii) The purchaser shall may at all times hereinafter enter upon enjoy and posses the said piece of land and every part thereof and receive the rents issues and profits thereof without any lawful eviction or interrruption from the vendor or any person claiming through under or in trust for the vendor.
- iv) The purchaser is entitled to mutate her name in the record of rights in recent settlement paying rents to the collectorate by virtue of this deed of conveyance.
- v) The vendor will at all times hereinafter upon every reasonable request and cost of the purchaser does or cause to be done all such acts and things as may be required for further and/or better assuring to the purchaser in respect of the said property.
- vi) The purchaser purchased the property morefully mentioned in the schedule on good faith without searching any Court, Registration office or anywhere. If due to any defect of the right, title and interest of the vendor in respect of the property described in the schedule, the purchaser is dispossessed from the property, the vendor or his heirs, will be liable

to return the entire sell price together with interest and compensation or punishment as would be determined by a competent Court from the date of dispossession of the purchaser.

3. PROVIDE ALWAYS that the expression VENDOR hereinbefore used which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, executors, representatives and assigns and the expression PURCHASER also hereinbefore used which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs, successors, executors, representatives and assigns.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring an area 3 cottahs of Dag No. C.S. & R.S. 621 & 624 (part) under Khatian No. 66 & 167, L.R. Dag No. 539, L.R. Khatian No. 692 situated at Mouza Sinthi, J.L. No. 101, under P.S. Barasat, in the Dist. of North 24 Parganas within the jurisdiction of A.D.S.R Barasat, within the limits of Barasat Municipality, Ward No. 11 comprised in Pargana Anwarpur, The annual rent of the transferred land is payable to the landlord, the Govt. of West Bengal represented by the collector of District North 24 Parganas

Fradip kumar Pal

in accordance with the W.B. Land Holding Revenue Act which is shown in the Sketch Map known as scheme plot No. 31 annexed herewith delineated and demarcated by RED INK bordered.

The transeferred land is butted and bounded by :-

ON THE NORTH— Scheme Plot No. 30

ON THE SOUTH— Scheme Plot No. 32

ON THE EAST— 22 feet wide Road

ON THE WEST— Land of Aparna Pal & ohers.

The Sketch Map, photographs and fingure prints of the parties in separate sheets annexed herewith will do form as the part of this deed of conveyance.

IN WITNESS WHEREOF the vendor has subscribed his hands on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED in presence of :—

WITNESSES

1) Janjilo Sahe. 3Thaku Das Sasani Bararat.

Pradip Kumar Pal

2) Polakpaul 3 Thateur Bas Sarani Barashat Signature of Vendor

3) Holly paul.
3 Takmordas saroni
Barasat.

DISTRICT NORTH 24 PARGANAS OFFICE OF THE D, S, R-D, BAHAAA (Photo of the presentant should be pasted in the front page of the document.)

(1)	
	PRADIP KUMAR PAL
Name	* '\ '\ \

Status - Presentent

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	RIGH	T HAND FINGE	ER PRINTS	
THUMB	FORE	MIDDLE	RING	LITTLE
411.41 1 0	4			

All the above fingerprints are of the abovenamed person and attested by the said person.

Fradip Kumor Pal
Signature of the presentant

(2)

RATNADEEP PAUL

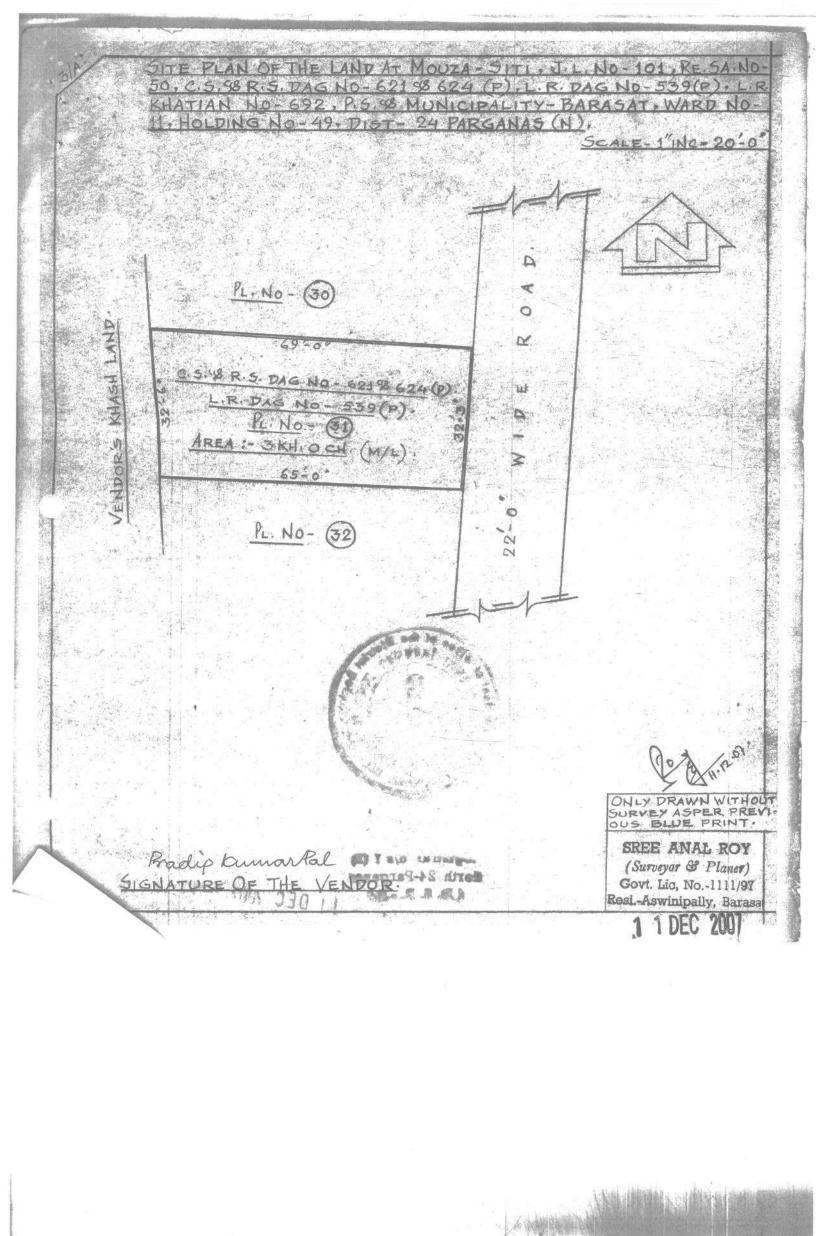
Status - Presentent/Executant/Claimant/Attorney/Principal/Gurdian/Testator ()

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All the above fingerprints are of the abovenamed 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 Rs. 2,25,000.00 (Rupees two lacs twenty five thousand) only from the within named PURCHASER being the consideration money of the land described in the schedule of this indenture in the following manner.

by cash Rs. 2,25,000.00 (Rupees two lacs twenty five thousand) only

WITNESSES

Pradip KumarPal

Signature of executant

Signature of executant

Thak we has Sarani

Thak and Das Sarani

Thak and Das Sarani

Boorasot

Drafted by:

Amal Kishore Majumder

Advocate

Amal Kishore Majumder
Advocate
Judges Court, Barasat
North 24 Parganas
Enrolement No. F-203/322/86

Laser Composed by: Historia Sardar Monoj Narayan

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 18 Page from 3431 to 3459 being No 09084 for the year 2007.



(X) 13-March-2008 District Sub Register II Office of the D.S.R.-II NORTH 24-PARGANAS West Bengal