

<u>DEED</u> <u>OF</u>

SALE

SITE PLAN FOR PLOT NO.36 \$ 37 ,

OF ' DTTARYAN ' AT MODZA :- 5ITI ,

J.L.NO.101 , PART OF DAG NO. 625 ,

KHATIAN NO. 2/25 P.5.BARASAT

DISTRICT . NORTH 24 PARGANAS ,

AREA OF LAND : 4 K. DO CH. ODSFT. (MORE/LESS)
SOLD AREA AS SHOWN IN RED BORDER
SCALE: 20-0"=1"

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PLOT 20.337

PLOT 20.337

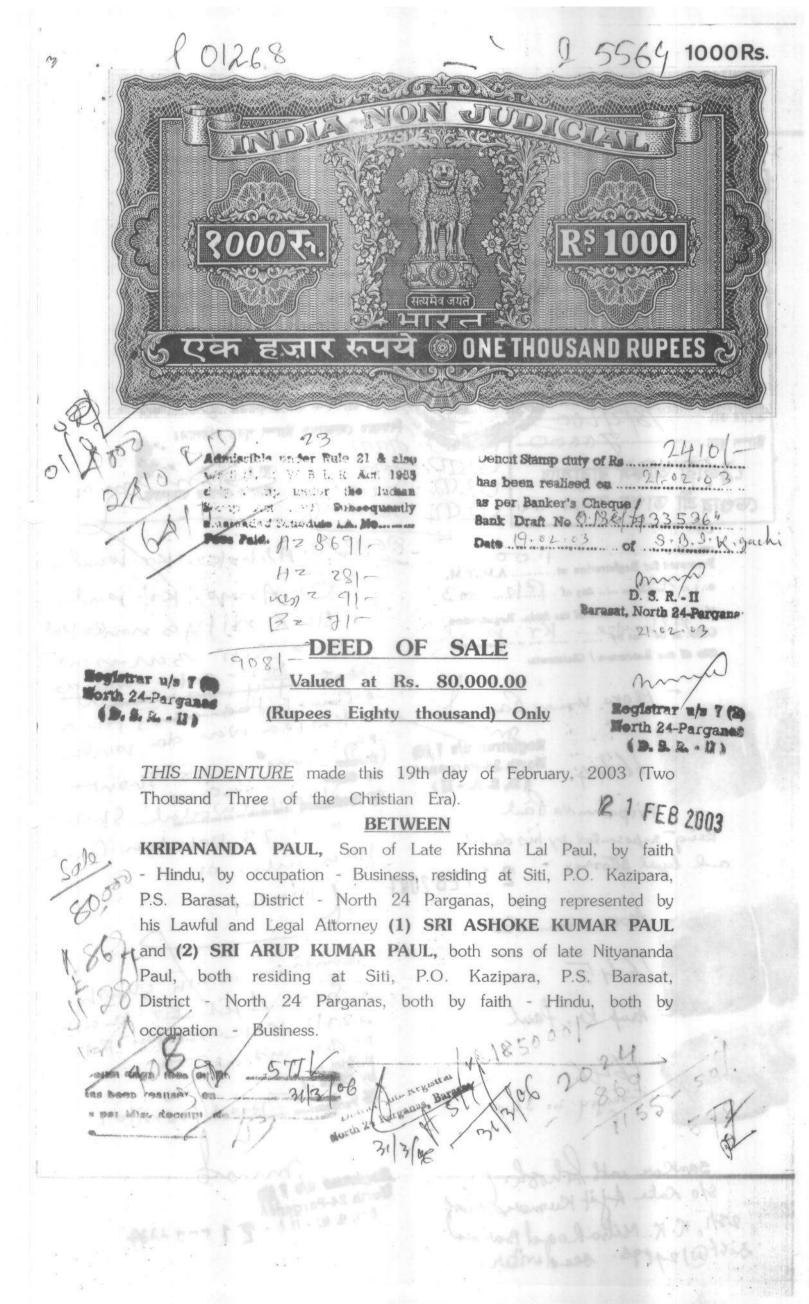
PLOT 20.337

PLOT 20.337

PLOT 20.337

PLOT 20.35

DRAWN BY: 5.DAS





(2)

By a Registered General Power of Attorney duly registered in Book No. IV, Powr Deed No. 0068, dated 13.2.2003, duly registered at D.R.-II Barasat, District - North 24 Parganas, hereinafter called and referred to as the VENDOR (which term or 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 FIRST PART.

AND

RADHA BENODE SAHA, son of Late Haren Ch. Saha, by faith - Hindu, by occupation - Business, residing at 39, New Road (Manir Para), P.O. Birati, P.S. Nimta, Kolkata-700 051, 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,



(3)

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, 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 Kripananda Paul, Son of Krishnalal Paul, residing at Siti, P.S. Barasat, District - North 24 Parganas,



(4)

purchase the land by a registered Deed of Sale, dated 4.4.60 registered at the office of the A.D.S.R. Barasat, recorded as Book No. I, Volume No. 43, pages 162 to 163, Being No. 3603, Land of C.S. & R.S. Dag No. 625, L.R. Dag No. 539 (Danga) of Khatian No. 225, L.R. Khatian No. 391 of Mouza - Siti, J.L. No. 101, Pargana - Anowarpur, P.S. and A.D.S.R. Office Barast, District - North 24 Parganas from Noor Ali Kayal, son of Lt. Ibrahim Kayal, residing at Siti, P.S. Barasat, District - North 24 Parganas.

AND WHEREAS by virtue of the aforesaid Deed the said Kripananda Paul herein become the absolute owner of Sixteen annas owner of the said land fully described in the schedule hereunder written and the said Vendor was in continuous

possession of the said land having unfettered 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 Purchaser herein has response of the offer agreed purchase and the Vendor agreed to sell the said Plot No. 36 & 37 comprised in area of land 4 cottahs with the facilities available in Mouza - Siti, C.S. & R.S. Dag No. 625, L.R. Dag No. 539 (Danga), Khatian No. 225, A.D.S.R. Barasat, District - North 24 Parganas, morefully described in the Schedule hereunder written and branches at a total amount of Rs. 80,000.00 (Rupees eighty thousand) only the full consideration money.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement and in consideration thereof sum of Rs. 80,000.00 (Rupees eighty thousand) only has been given by the Purchaser 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 purchaser all that piece and parcel of land measuring 4 cottahs of Mouza Siti, J.L. No. 101, Touzi no. 146, Pargana in C.S. & R.S. Dag No. 625, L.R. Dag No. 539 (Part) Danga, Khatian No. 225, L.R. Khatian No. 391, 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, 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, deeds, 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 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 measuring 4 four cottahs = more or less 6.61 Decimals being Plot No. 36 & 37, being C.S. & R.S. Dag No. 625 (Part), L.R. Dag No. 539 (Part), Khatian No. 225, L.R. Khatian No. 391 of Mouza - Siti, J.L. No. 101, Touzi No. 146, Pargana - Anowarpur, P.S., A.D.S.R.O. and Municipality Barasat, 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: Plot No. 38.
On the South: Plot No. 35.

On the East: Plot No. 41 & 44.

On the West: 22 feet wide road.

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

In the presence of:

16 evolvata evaquies

of padareit

Kripananda paul.
Lazing represented by his Lowful and Legal Attorney

1. Asoko Kornar Paul

2. Arup Kr. Paul

2. Styamal Kristma Kuztania 21, Prince Puzh. KETKata. 700099

Vendor

Desire Agrowess 's Development Pvt, Ltd.

On 184 hr Shaw

Confirming Party

Prector

MEMO OF CONSIDERATION

RECEIVED of and from the within named purchaser within mentioned sum of Rs. 80,000.00 (Rupees Eighty thousand) only being the full amount of the consideration money as per memo below:

By Cash/Cheque Rs. 80,000.00 (Rupees Eighty thousand Only)

WITNESSES:

1. Bevolata Bhowpier

of padarait

legal Attorney 1. ASOKE Komar Paul

2. Arup Ko. Paul

2. Skyamal Voistma hoztama 24, Poince Park Kotkata - 700099. Vendor

Confirming Party

Prootes

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 :

Amitava Bose