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1-1364-00

THIS DEED OF SALE made this 16th day of August, one Thousand Nine Hundred and Ninety Four BETWEEN SRI PARIMAL SAMANTA, son of Late Gobardhan Samanta of Village Chakbagi, P.S. Bishnupur, District South 24-Parganas, hereinafter referred to as the "VENDOR" (which expression unless otherwise repugnant to the context be deemed to mean and include his heirs, executors, administrators representatives and assigns) of the ONE PART AND M/S. DEVELOPMENT CORPORATION, a private limited Company having its registered Office

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referred to as the "PURCHASER" (which expression unless otherwise repugnant to the context be deemed to include its assignee, administrator, representatives) of the OTHER PART AND WHEREAS, ALL THAT piece and parcel of sali land measuring 0.34 decimals, comprised in R.S. Dag no.487 appertaining to R.S. Khatian No.412 of Mouza Bhasa, J.L. No.20, P.S. Bishnupur, District South 24-Parganas, originally belong to one Fakir Chand Naskar AND WHEREAS; the Revisional Settlement operation his name had been recorded as 16 annas owner respect of the said Khatian No.412, AND WHEREAS, the said Fakir Chand Naskar while had been possessing the said 0.34 decimals of land through cultivation of paddy and by

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paying tax to the Government sold and transferred the same to the Vendor of this deed by deed of sale dated 14.8.87 AND WHEREAS, gave delivery of khas possession thereof to the Vendor of this deed AND WHEREAS, the said deed was duly executed by the said Fakir Chand Naskar in favour of the Vendor of this deed and the same was registered in the office of the District Registrar at District in Book No.1 Volume No.27 pages 225 to 232, Being No.13376 for the year 1987.

AND WHEREAS, after purchase the Vendor has been possessing the said .34 decimals of land through cultivation by paying rents to the Government

AND WHEREAS, out of the said .34 decimals of land

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Vendor declared to sell the undivided .17 decimals of land which has been fully described in the schedule hereunder and hereinafter referred to as "THE SAID PROPERTY" AND WHEREAS, the Vendor in need of money for his personal affairs and as such to collect the said money the VENDOR deciding to sell the said property, has declared to sell the same AND WHEREAS the Purchaser gave offer to purchase the said property at a price and/or consideration of Rs.1,25,000/- (Rupees one lac twenty five thousand) AND WHEREAS the Vendor considering the said market price as highest available market price has agreed to sell the said property to the Purchaser AND WHEREAS accordingly the Vendor agreed to sell the said property to the said Purchaser.

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Personagen; dow agreed to sell are said property of the said prop. . . o bue Purous er Abb Mickids ac. dingly pas available market price has agreed to sell the said Vo for comparing the said million of as although I AMD WE GOLAS the hi page whe Lac twenty The transmit ar a parce and/or consideration Af 8,1,25,000 to purchase the said projective the urchaser have offer property, has de la de vo sell the same ... While as extract deciding to sell the said for the parsonal affairs and as seen to collece the PROPERLY" AND VASREAS, Las To dor in need . T woney tereunder and dereinster reterred to as the SAID land which has been full bid in the scuedule ed . . decimals of Vendor : clared to

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NOW THIS DEED WITNESSES AS FOLLOWS :

In pursuance of the said agreement and in consideration of the payment of the said sum of Rs.1,25,000/-(Rupees one lac twenty five thousand) as per Memo given hereunder, the receipt whereof the Vendor hereby and hereunder admit and acknowledge. The Vendor as sole beneficial owner does hereby convey, sell, transfer, assign and assure unto and to the use of the said Purchaser free from all encumbrances AND ALL THAT the said property and appertan ences belonging thereto free from all encumbrances together with all trees fences edges ditches watercourse right liberty, previledge, and easements granted whatsoever To HAVE AND To HOLD the said property hereby granted sold conveyed and transferred or expressed and intended to be with there right makes and appertances

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FOR THIS DEED ATTACHES

AT DATE OF SELECTION TO

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unto and to the use of the Purchaser AND the Vendor doth hereby covenant with the Purchaser THAT NOTWITHSTANDING any act deed or thing whatsoever by the Vendor or by any of his predecessor and ancestor in title, done or executed or knowingly suffered to the contrary by the Vendor now both good right full power and absolute authority and undeafeasible title to grant sell convey and transfer the said property hereby granted, sold, conveyed and transfer or expressed or intended so to be unto and to the use of the Purchaser AND THAT the purchaser shall at all times hereafter peaceably and quietly possess and enjoy the said property and receive the rents issues and profit thereof with any lawful eviction interruption claim or demand from or by this Vendor or any person or persons lawfully and equitably claiming from under and in trust from for him and from or under any of his ancestor or predecessor in title AND THAT the said property which is hereby conveyed is free from all encumbrances, lien, lispendens, attachment and/or any scheme of the acquisition whatsoever upto this date AND THAT the Vendor has good and marketable title, right full power and absolute authority for convey the said property to the Purchaser in the manner aforesaid AND THAT the Vendor has given delivery of khas possession of the said property to the Purchaser AND THAT the Purchaser shall be entitled to enter upon and enjoy the said property and the rents assesses and profit thereof without eviction interferences interruption whatsoever by or from this Vendor and the Vendor shall at his cost indemnify and keep the Purchaser indemnified against any lossess damages suffered

reed, sall, server of all predicts that d prosects in their, their or expenses by the Purchaser due to want of title and existance of any charges liens, lispendens and attachment of the said property and further more that Vendor and all persons claiming through or under or in trust for the Vendor shall at all times hereinafter at the request and at the cost of the Purchaser shall do all such things, acts, deeds, deed or rectification in the manner or thing for more perfectly assuring the said property hereby granted, conveyed, sold or transferred unto and for the use or the Purchaser.

Schedule (referred to above)

ALL THAT piece and parcel or sali land measuring .34 decimals comprised in R.S. Dag No. 487 appertaining to R.S. Khatian No. 412 of Mouja Bhasa, J.L. No. 20, P.S. Bishnupur, District South 24-Parganas out or which .17 decimals or sali land is the subject matter or this deed and is hereby sold. The land is used in agreement purpose at present.

Memo of Consideration

Memo of Consideration

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P. Grindlays Baux, 41 chows 16-8. 1994 from Generalays Bank 41 chowfugher Road Calcutta. 71. infavour of Seri paremal Somanta of Rs. 1,25,000f - (Rufees One dae Twenty five Thousand) only

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ARCONAL AS ASSESSMENT

In Witness Whereor the parties hereto hath set their hands on the day month and year first above written.

Signed, sealed and delivered in the presence of ;

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Witnesses :

SV. Nala Hosson Vielt Chan bage 80 Bushnupur 24. Par Garas (S)

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Drafted by :

Sasanka, Naskan

Advocate. A tipone Judges Canst Parl. 27

Typed by :

Saranka Bhowmitt (Sasanka Bhowmick), Alipore Judges' Court, Calcutta 700 027.

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