

THIS INDENTURE made this 13th day of July, 2004 (Two Thousand Four of the Christian Era).

# **BETWEEN**

(1) JIBANANANDA PAUL, Son of Late Krishna Lal Paul, by faith - Hindu, by occupation - Business, residing at Kotrang G.T. Road, P.S. Uttarpara, District - Hooghly, being represented by his Lawful and Legal Attorney SRI ASHOKE KUMAR

PAUL and SRI ARUP KUMAR PAUL, both sons of late

PAUL and SRI ARUP KUMAR PAUL, both sons of late

142 231- 100 EM 578 | 100 EM Sep realises on John The

web SA Perroment





Deficu Stamp Duty of Rs. 7670 - has bey realised on 30.3.01
as per anker's Cheque, 9.70785....

(2)

D. S. R. — n Parasat, North 24-Parges

Nityananda Paul, both residing at Siti, P.O. Kazipara, P.S. Barasat, District - North 24 Parganas, both by faith - Hindu, both by occupation - Business.

By a Registered General Power of Attorney duly registered in Book No. IV, Power Deed No. 00069, dated 13.2.2003, duly registered at D.R.-II Barasat, District - North 24 Parganas,

- (2) SMT. APARNA PAUL, Wife of Late Nityananda Paul,
- (3) 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 Attorney Nos. 00070 and 00071, both dated





(3)

13.2.2003, both registered at D.R.-II Barasat, North 24 Parganas), and selves (3) SRI ASHOKE KUMAR PAUL, 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 Nationality - Indian, 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 PRANAB PAUL, Son of Late Anil Krishna Paul, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at 40, S. K. Deb Road, 3rd Bye-lane, P.S. Lake Town, Kolkata-700048, 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 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-inoffice and assigns) of the THIRD PART.

WHEREAS the Vendor Jibanananda Paul, Son of Krishnalal Paul, residing at Kotrang G.T. Road, P.S. Uttarpara, District - Hooghly, purchase the land by a registered Deed of Sale, dated 25.02.65, registered at the Office of the S.R. Barasat, recorded as Book No. I, Volume No. 39, pages 105 to 107,

Being No. 228, Land of C.S. & R.S. Dag No. 628, L.R. Dag No. 539(Part) (Danga) of C.S. Khatian No. 60, R.S. Khatian No. 720, L.R. Khatian No. 600 of Mouza - Siti, J.L. No. 101, Pargana - Anowarpur, P.S., A.D.S.R.O. and Municipality Barasat, District - North 24 Parganas from Didar Box Mondal and others, residing at Siti, P.S. Barasat, District - North 24 Parganas.

AND WHEREAS by virtue of the aforesaid Deed the said Didar Box Mondal herein become the absolute owner of Sixteen annas owner of the said land fully described in the schedule hereunder written and the said Vendor No. 1 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 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. and R.S. Dag No. 631, C.S. Khatian No. 342, R.S. Khatian No. 344, L.R. Dag No. 539(P), L.R. Khatian No. 692, Mouza - Siti from Enchan Ali Mondal, Son of late Pardesi Mondal, by a registered Sale Deed Vide No. 6379, registered at S.R. Barasat, dated 7.8.1972 and took khas possession from therein and became the absolute owner in khas possession of said land in said Dag.

AND WHEREAS Aparna Paul, Wife of Late Nityananda Paul, residing at Siti, P.O. Kazipara, P.S. Barasat, District - North

24 Parganas purchased land in C.S. and R.S. Dag No. 671, Khatian No. 364, L.R. Dag No. 539 (Part) (Danga), L.R. Khatian No. 9, Mouza - Siti from Sahadat Ali and others by a Registered Sale Deed, Vide No. 1891, dated 22.8.1984, registered at A.D.S.R.O. Barasat, District - North 24 Parganas 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 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. 117 comprised in area of land 2 cottahs 8 chittacks more or less or 4.125 decimal with the facilities available C.S. & R.S. Dag No. 628, 631, 671, L.R. Dag No. 539(Part) (Danga) of C.S. Khatian No. 60, 342, R.S. Khatian No. 720, 344, 364, L.R. Khatian No. 600, 692, 9 of Mouza - Siti, J.L. No. 101, Re.Sa. No. 50, 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. 50,000.00 (Rupees Fifty thousand) only the full consideration money.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement and in consideration thereof sum of Rs. 50,000.00 (Rupees Fifty 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 2 cottahs 8 Chittacks of Mouza Siti, J.L. No. 101, Re.Sa. No. 50, Touzi no. 146, Pargana Anowarpur, Ward no. 11, Holding No. 49 comprising in C.S. & R.S. Dag No. 628, 631, 671, L.R. Dag No. 539(Part) (Danga) of C.S. Khatian No. 60, 342, R.S. Khatian No. 720, 344, 364, L.R. Khatian No. 600, 692, 9 of P.S. and A.D.S.R.O. Barasat, Municipality - 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 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 measuring 2 two Cottahs 8 Chittacks more or less 4.125 Decimals being Plot No. 117, being C.S. & R.S. Dag No. 628, 631, 671, L.R. Dag No. 539(Part) (Danga) of C.S. Khatian No. 60, 342, R.S. Khatian No. 720, 344, 364, L.R. Khatian No. 600, 692, 9

of Mouza - Siti, Touzi No. 146, J.L. No. 101, Re.Sa. No. 50, A.D.S.R.O. Barasat, District - North 24 Parganas of 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. 116.

On the South: 22 ft. wide road.

On the East: Plot No. 94.

On the West: 22 ft. wide road.

IN WITNESS WHEREOF the Vendors have set and subscribed their hands and seal on the day, month and year first above written.

In the presence of ?

1. Dero Ma Chouniel Example or on one of constant of the constant of the

2. Sishwhosh Ray

Vendors

Confirming Party

Passport Phot with Stynature Lettic frager DUFT HE TH 1.1112 1.0550 of Lett hand Hing linger of Right hand and an army Mindale lunger ficie hoger fore finger of Right hand Lower of Right had Person .. Salar Inche of Thursd of Fore langer fore imper of Postition of Anyman Cod. to forget of tre hand King langer Fills posts Lillic Imgr. Branas Parl Attested the linger prints

Signalule

OFFICE OF THE D.S.R. - I / D.S.R. - II / A.D.S.R. BARASAT

(Photo of the presentant should be pasted in the front page of the document.)

1. Name - Asoke by Part

Status - Presentent

LITTEL.	RING	MIDDLE	FORE	THUMB
*				

THUMB I	FORE	HAND FINGER	PRINTS	
17101110	FORE	MIDDLE	RING	ITTEL

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

Asoce Wa Ford
Signature of the presentant

Name - Asup Kr. Pary 00000

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

LITTLL	RING	MIDDLE	FORE	THUMB

THUMB	FORE	IT HAND FINGER PRINTS	
<i>y</i> -	·	MIDDLE	LITTEL
		R W	· · · · · · · · · · · · · · · · · · ·
		3 1111 20	
		70, 20,	
The same of the sa			

All the above fingerorints are of the abovenamed person and attested by the sald person.

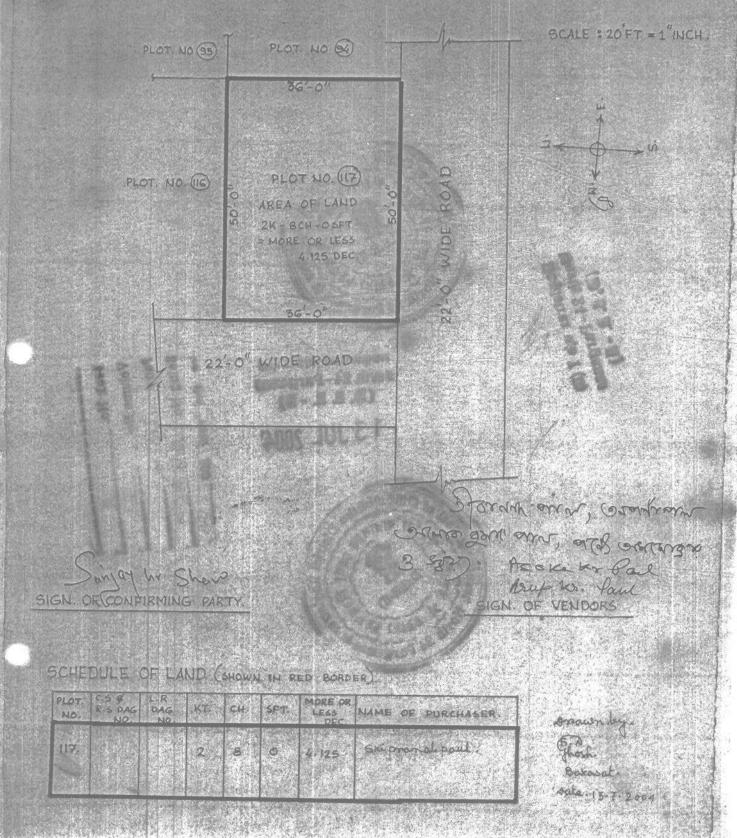
drup ks. faul

Signature of the Presentent/Executant/

Claimant/Attorney/Principal/Gurdian/Testator. (Tick the appropriate status).

Name			Sta	tus - Presenten
	LEFT H	HAND FINGER	PRINTS	
LITTEI.	RING	MIDDLE	FORE	THUMB
			1.	
	RIGHT	HAND FINGER	DDIATEC	
THUMB	FORE	MIDDLE	RING	LITTEL
	***			LITTEL
		2		183
	1			
		is a		ľ
	fingerprints are of the	March I in	son and attested by	the said person.
	Signature of the Signature	March I in	son and attested by	the said person.
		March I in	son and attested by	the said person.
2. Name	Signature of the please	and and		The second secon
2. Name	Signature of the present of the solution of th	lalmant/Atloyney/	/Principal/Gurdiar	The second secon
2. Name Status - Pres	Signature of the present of the pres	lalmant/Automey/	/Principal/Gurdiar	The second secon
2. Name	Signature of the present of the pres	lalmant/Atloyney/	/Principal/Gurdiar	The second secon
2. Name Status - Pres	Signature of the present of the pres	lalmant/Automey/	 Principal/Gurdiar	n/Testator (V)
2. Name Status - Pres	Signature of the present of the pres	lalmant/Automey/	 Principal/Gurdiar	n/Testator (V)
2. Name Status - Pres	Signature of the present of the pres	lalmant/Automey/	 Principal/Gurdiar	n/Testator (/)
2. Name Status - Pres	Signature of the present of the pres	lalmant/Automey/	 Principal/Gurdiar	n/Testator (/)
2. Name Status - Pres	Signature of the present of the pres	lalmant/Attorney/AND FINGER P	Principal/Gurdiar PRINTS FORE	n/Testator (V)
2. Name Status - Pres	Signature of the policy of the	lalmant/Attorney/AND FINGER P	Principal/Gurdiar PRINTS FORE	THUMB
2. Name Status - Pres	Signature of the poets  centent/Executant/C  RIGHT  FORE	lalmant/Attorney/AND FINGER P	Principal/Gurdiar PRINTS FORE	n/Testator (V)
2. Name Status - Pres	Signature of the poets  centent/Executant/C  RIGHT  FORE	lalmant/Atto/ney/AND FINGER F	Principal/Gurdiar PRINTS FORE	THUMB
2. Name Status - Pres	Signature of the poets  centent/Executant/C  RIGHT  FORE	lalmant/Attorney/AND FINGER P	Principal/Gurdiar PRINTS FORE	THUMB

ignature of the Presentent/Executant/ Claimant/Attorney/Principal/Gurdian/Testator. (Tick the appropriate status). PEFERENCE: (UTTARAYAN) LAND LAYOUT SITE PLAN OF C.5 OF R.S. DAG
NO. 628 631, 671(P).KHATIAN NO. RS 720344341. R DAG NO. 539 (P) - L.R. KHATIAN
NO. 600 6928 9 - AT MOUZA - SITI J. L. NO. 101 - R.S. NO. 50 - P.S. & MUNICIPALITY
BARASAT WARD NO - 11 - HOLDING NO. 49 DIST - 24 PARGANAS (N) PLOT. NO - 117
AREA OF LAND - 2KT BCH-OSFT = MORE OR LESS 4.125 DEC. SOLD AREA SHOWN IN
RED GORDER.



# MEMO OF CONSIDERATION

RECEIVED of and from the within named purchaser within mentioned sum of Rs. 50,000.00 (Rupees Fifty thousand) only being the full amount of the consideration money as per memo below:

By Cash/Cheque

Rs. 50,000.00

(Rupees Fifty thousand only)

WITNESSES :

1. Devolta Bhourier

2. Sisher Fosh Ray 1/31 Nelivagar P.O. Halter PS Has ba

Else eleverian, order wew Orlea Spiso all olde. Ourellish ADJ. Brod. O Asoke by Paul. Arup kr. Paul Vendors

Drafted by: Som Kor woth Ishook.

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