

भारतीय गैर न्यायिक

भारत INDIA

रु. 500

FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

सत्यमेव जयते

INDIAN NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

C 984374

Checked that the document is admitted for registration. The signature sheet, stamp and the endorsement sheet attached with this document are the part of this document.

Additional District Sub-Registrar
Barasat, North 24 Parganas

27 NOV 2009

DEED OF SALE

Valued at Rs. 40,000.00

(Rupees Forty thousand) Only

THIS INDENTURE made this 5th day of June, 2009 (Two Thousand Nine).

BETWEEN

- (1) SMT APARNA PAUL, Wife of Late Nityananda Paul,
(2) SRI ALOKE KUMAR PAUL, Son of Late Nityananda Paul,
both represented by their legal and Lawful Attornies (by
separate registered General Power of Attorney, duly registered



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

C 984375

(2)

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**, 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**).



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

C 984376



Asou ki Seal

(3)

AND

SMT. BINITA BANERJEE, Wife of Jayanta Banerjee, by faith - Hindu, by occupation - House-wife, by Nationality - Indian, residing at 64/8/1, Mitra Para Road, Dakbungalow More, P.O. & P.S. Barasat, District - North 24 Parganas, Kolkata-700124, 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 her 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.



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

C 984377

(4)

Lake, Kolkata-700 029, City Office : P/85, Lake Road, Kolkata-700 029, hereinafter called and referred 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-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. 645 (Part) of C.S. Khatian No. 7, R.S. Khatian No. 876, L.R.



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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(5)

Dag No. 539 (Part), L.R. Khatian No. 692 of Mouza - Siti from Zamat Ali Mondal, son of Late Bhulu Mondal of Siti, P.S. Barasat, District - North 24 Parganas, by a registered Sale Deed vide no. 1152, dated 03.02.1959 duly registered in Book No. I, Volume No. 18, pages from 86 to 87, 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 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.



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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(6)

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 Alope 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



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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(7)

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



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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(8)

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 to purchase and the Vendors agreed to sell the said **Plot No. 54** comprised in area of land 2 cottahs more or less or 3.30 decimal with the facilities available in Mouza - Siti, C.S. & R.S. Dag No. 645 (Part), L.R. Dag No. 539 (Part), C.S. Khatian No. 7, R.S. Khatian No. 876, L.R. Dag No. 539 (Part), L.R. Khatian No. 692, A.D.S.R.O. Barasat, District - North 24 Parganas, morefully described in the Schedule hereunder written and bounded at a total amount



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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(9)

of Rs. 40,000.00 (Rupees Forty thousand) only their full consideration the money.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement and in consideration thereof sum of Rs. 40,000.00 (Rupees Forty 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 of Mouza - Siti,



(10)



J.L. No. 101, Touzi No. 146, Pargana Anowarpur, Ward No. 11, Holding No. 49, comprising in C.S. & R.S. Dag No. 645 (Part), L.R. Dag No. 539 (Part), C.S. Khatian No. 7, R.S. Khatian No. 876, L.R. Dag No. 539 (Part), L.R. Khatian No. 692, 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, bounded, called known 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



(11)

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 conditons 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 or successors 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 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

(12)

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 Vendor and his successors are bound by the terms and conditions of the deed. It is pertinent to mention here that the Vendor or his heirs are having his and their claim in future in respect of the Schedule land.

The Vendor further declares that the land hereby sold has not been is no charge lease, lien, lispens 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 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 in favour of the purchaser by the Vendor or his heirs at the costs of the 3rd Party/Confirming Party if any error or omission is transpired in this Deed in future.

3rd Party entered into an agreement with the Vendor and started a project namely "Uttarayan" for selling the land of the Vendor and others and schedule mention plot no. 54 is part and parcel of "Uttarayan". The 3rd Party/Confirming Party do the needful for development of said land and enter project namely "Uttaryan".

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Danga Land measuring 2 Two Cottahs more or less 3.30 Decimals being **Plot No. 54**, being C.S. & R.S. Dag No. 645 (Part), L.R. Dag No. 539 (Part), C.S. Khatian No. 7, R.S. Khatian No. 876, L.R. Dag

(13)

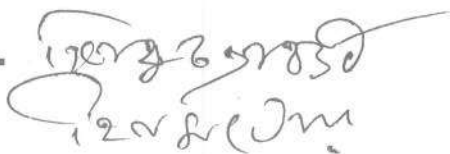
No. 539 (Part), L.R. Khatian No. 692 of Mouza - Siti, J.L. No. 101, Touz No. 146, Pargana - Anowarpur, P.S., A.D.S.R.O. and Municipality Barasat, District - North 24 Parganas, and the said property morefully shown and delineated with the colour RED map or plan annexed herewith and the said property is butted and bounded below:

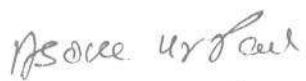
On the North : Land of Fortune City.
On the South : Plot No. 55.
On the East : Pond.
On the West : 22 ft. wide Road.

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

In the presence of :

1. Bismrajit Chanda
vill - Tentulia

2. 


self & as the constituted Attorney in Presence of
Aparna Paul & Alok Kumar Paul.
Vendors

Desire Agro Resorts Development Pvt. Ltd


Confirming Party

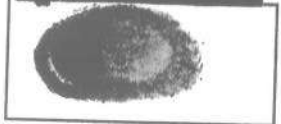
Director

PASS PORT
PHOTO
WITH
SIGNATURE



Right hand
Little finger

Right hand
Little finger



Right hand
Ring finger

Right hand
Ring finger



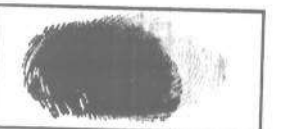
Right hand
Middle finger

Right hand
Middle finger



Right hand
Fore finger

Right hand
Fore finger



Right hand
Thumb

Right hand
Thumb



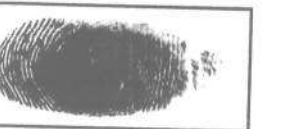
Left hand
Thumb

Left hand
Thumb



Left hand
Fore finger

Left hand
Fore finger



Left hand
Middle finger

Left hand
Middle finger



Left hand
Ring finger

Left hand
Ring finger



Left hand
Little finger

Left hand
Little finger



ATTESTED THE FINGER PRINTS

Asoke K. Paul

SIGNATURE

ATTESTED THE FINGER PRINTS

Bonita Banerjee

SIGNATURE

DISTRICT NORTH 24 PARGANAS
OFFICE OF THE

Photo


(1)

Name Status - Presentant

LEFT HAND FINGER PRINTS

LITTLE	RING	MIDDLE	FORE	THUMB
				

RIGHT HAND FINGER PRINTS

THUMB	FORE	MIDDLE	RING	LITTLE
				

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

Sanjay Das
Signature of the presentant


(2)

Name






Photo

Status - Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator

LEFT HAND FINGER PRINTS

LITTLE	RING	MIDDLE	FORE	THUMB
				

RIGHT HAND FINGER PRINTS

THUMB	FORE	MIDDLE	RING	LITTLE
				

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

Arup Das Paul
Signature of the presentant/Executant/
Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

MEMO OF CONSIDERATION

RECEIVED of and from the within named purchaser within mentioned sum of Rs. 40,000.00 (Rupees Forty thousand) only being the full amount of the consideration money as per memo below :

By Cash/Cheque Rs. 40,000.00
(Rupees Forty thousand)

WITNESSES :

1. Biswanath Chanda
vill - Tentulia

2. *[Handwritten signature]*
12/11/2012

[Handwritten signature]

[Handwritten signature]

[Handwritten text]
Self & as the constituted Attorney in favour of
Aparna Paul & Alok Kumar Paul.
Vendors

Desire Agro Resorts Development Pvt. Ltd

[Handwritten signature]

Confirming Party

Drafted by :

Sree Sankar Nath Ghosh.

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 :

[Handwritten signature]

Amitava Bose
Sankar35/AB/C:

REFERENCE:-(UTTARAYAN)·LANDLAYOUTSITEPLAN

OFC·S&R·S·DAGNO·645(PART)·L·R·DAGNO·539(P)

C·S·KHATIANNO·7·R·S·KHATIANNO·876·L·R·KHATIAN

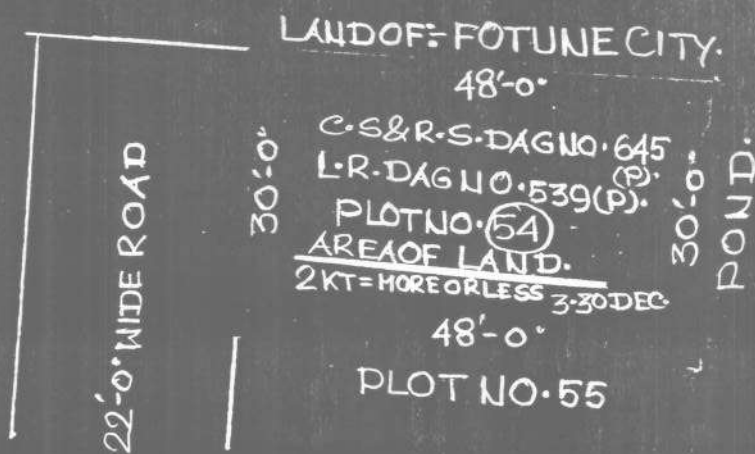
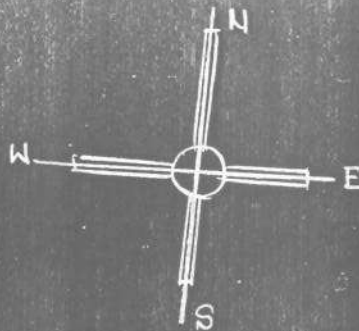
NO·692·ATMOUZA:-SITI·J·L·NO·101·PLOTNO·54

AREAOF LAND:-2KT.=MOREORLESS 3·30DEC.

P·S&MUNICIPALITY:-BARASAT·DIST:-(N)·24PARGANAS.

WARDNO·11·HOLDINGNO:-49

SCALE:-20'FT=1"INCH



SIGNATURE OF VENDOR.

SIGNATURE OF
CONFIRMING PARTY.

PLOT NO	C-S&R-S DAGNO	L-R DAG NO	KT	CH	SFT	M/L DEC	NAME OF PURCHASER.
54	645 (P)	539 (P)	2	0	0	3-30	Smt. Bineta Banerjee

DRAWN BY:
Sankar Nath Ghosh
23/1, K. K. Mitra
Road Barasat



Government Of West Bengal
Office Of the A. D. S. R. BARASAT
District:-North 24-Parganas

Endorsement For Deed Number : I - 05838 of 2009

(Serial No. 03423 of 2009)

On 30/06/2009

Payment of Fees:

Fee Paid in rupees under article : A(1) = 429/- ,E = 7/- on 30/06/2009

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-148500/-

Certified that the required stamp duty of this document is Rs.- 8910 /- and the Stamp duty paid as: Impresive Rs.- 2410/-

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 15.31 hrs on :30/06/2009, at the Office of the A. D. S. R. BARASAT by Ashoke Kr Paul, one of the Executants.

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 30/06/2009 by

1. Ashoke Kr Paul, son of Lt Nityananda Paul , Siti Kazipara N 24 Pgs , Thana Barasat, By Caste Hindu, By Profession : Business
2. Arup Kr Paul, son of Lt Nityananda Paul , Siti Kazipara N 24 Pgs , Thana Barasat, By Caste Hindu, By Profession : Business
3. Sanjoy Kr Shaw, Director, M/s Desire Agro Resorts Dev Pvt Ltd, P/594 Purna Das Rd, Kol-29, By Profession : ----

Identified By Sankar Nath Ghosh, son of Lt Ajit Kr Ghosh, 23/1 K. K. Mitra Road Barasat ,Thana: -, By Caste: Hindu, By Profession: Deed Writer.

Executed by Attorney

Execution by

1. Arup Kr Paul, son of Lt Nityananda Paul , Siti Kazipara N 24 Pgs, Thana : Barasat, By Caste Hindu, By Profession : Business,as the constituted attorney of 1. Aparna Paul 2. Alope Kr Paul is admitted by him.
2. Ashoke Kr Paul, son of Lt Nityananda Paul , Siti Kazipara N 24 Pgs, Thana : Barasat, By Caste Hindu, By Profession : Business,as the constituted attorney of 1. Aparna Paul 2. Alope Kr Paul is admitted by him.

Identified By Sankar Nath Ghosh, son of Lt Ajit Kr Ghosh, 23/1 K. K. Mitra Road Barasat ,Thana: -, By Caste: Hindu, By Profession: Deed Writer.

(Supriya Chattopadhyay)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BARASAT

On 27/11/2009

(Supriya Chattopadhyay)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BARASAT

27/11/2009 15:20:00

EndorsementPage 1 of 2



Government Of West Bengal
Office Of the A. D. S. R. BARASAT
District:-North 24-Parganas

Endorsement For Deed Number : I - 05838 of 2009
(Serial No. 03423 of 2009)

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23 of Indian Stamp Act 1899.

Deficit stamp duty

Deficit stamp duty Rs. 6510/- is paid, by the Bankers cheque number 364656, Bankers Cheque Date 26/11/2009, Bank Name State Bank Of India, BARASAT, received on 27/11/2009

Deficit Fees paid

Deficit amount of Registration fees is realized under Article in rupees :

A(1) = 1199/- on 27/11/2009.

(Supriya Chattopadhyay)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BARASAT

(Supriya Chattopadhyay)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BARASAT

27/11/2009 15:20:00

EndorsementPage 2 of 2

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 16
Page from 309 to 337
being No 05838 for the year 2009.



(Signature)

(Supriya Chattopadhyay) 03-December-2009
ADDITIONAL DISTRICT SUB-REGISTRAR OF BARASAT
Office of the A. D. S. R. BARASAT
West Bengal

BA/AR/JV-4-18

Jv-4
18