

05418/04

I-06875

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 984378

Certified that the document is admitted in registration. The signature sheet there is the endowment sheet attached with this document.

M/V - 223000/-
SD - 9790/-
A - 1793/-
MC - 193/-
1-986/-

22/12/11
Additional District Sub-Registrar
Barasat, North 24 Parganas.

DEED OF SALE

Valued at Rs. 60,000.00

(Rupees Sixty thousand) Only

THIS INDENTURE made this 30th 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 seperate registered General Power of Attorney, duly registered

Aloke Kumar Paul



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

C 984379



Abol Paul



(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

भारतीय गैर न्यायिक
भारत INDIA

रु. 500

FIVE HUNDRED
RUPEES



सत्यमेव जयते

Rs. 500

पाँच सौ रुपये

INDIA NON JUDICIAL

C 984380

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



(3)

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 MUKUL KANTI JANA, Son of Atul Chandra Jana, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at Netaji Sarani, Azad Nagar, P.O. Hridaypur,

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 984381

(4)

P.S. Barasat, District - North 24 Parganas, Kolkata-700127,
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,

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 984383

(6)

C.S. Khatian No. 342, R.S. Khatian No. 344, L.R. Dag No. 539 (Part), L.R. Khatian No. 692 of Mouza - Siti from Enchan Ali Mondal, Son of late Pardeshi Mondal of Bara, P.S. Barasat, District - North 24 Parganas by a registered Sale Deed vide no. 6379, dated 07.08.1972 duly registered in Book No. I, Volume No. 66, pages from 239 to 240, 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.

भारतीय गैर न्यायिक
भारत INDIA

रु. 500

FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

C 984747

(7)

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 Alope Kumar Paul (son) and (4) Sri Arup Kumar Paul (son) as his only legal heirs.



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

E 249329

(8)

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.



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

27AA 910609

(9)

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

भारतीय गैर न्यायिक

भारत INDIA

रु. 500

FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

सत्यमेव जयते

INDIAN NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

C 984382

(5)

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. 631,

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. 77** comprised in area of land 3 cottahs more or less or 4.96 decimal with the facilities available in Mouza - Siti, C.S. & R.S. Dag No. 631, C.S. Khatian No. 342, R.S. Khatian No. 344, L.R. Dag No. 539 (Part), L.R. Khatian No. 692 of Mouza - Siti, A.D.S.R.O. Barasat, District - North 24 Parganas, morefully described in the Schedule hereunder written and bounded at a total amount of Rs. 60,000.00 (Rupees Sixty thousand) only the in full in consideration the money.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement and in consideration thereof sum of Rs. 60,000.00 (Rupees Sixty 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 3 cottahs of C.S. & R.S. Dag No. 631, C.S. Khatian No. 342, R.S. Khatian No. 344, L.R. Dag No. 539 (Part), L.R. Khatian No. 692 of Mouza - Siti, P.S. and A.D.S.R.O. Barasat, District - North 24 Parganas morefully and particularly described in the Schedule hereunder written and

(11)

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 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 in their absolute right through their heirs, executors and assigns and further the purchaser will have all right and power to transfer the said property to any one by sell, gift, lease, mortgage or by any other lawful means 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 or part there from under or for the Vendors and shall and will from to time hereafter the request and Development condition of T.P.A. should be inserted in the Deed. 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. 77 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 named as UTTARAYAN, measuring 3 Three Cottahs more or less 4.96 Decimals being **Plot No. 77**, C.S. & R.S. Dag No. 631, C.S. Khatian No. 342, R.S. Khatian No. 344, L.R. Dag No. 539 (Part), L.R. Khatian No. 692 of Mouza - Siti, J.L. No. 101, Touzi No. 146, Pargana - Anowarpur, P.S., A.D.S.R.O. and Municipality Barasat, Ward No. 11, Holding No. 49, 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:

(14)

On the North : Plot Nos. 72, 73 & 74.

On the South : Plot No. 78.

On the East : 22 ft. wide Road.

On the West : Plot No. 116.

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. Pishrajit chandra
vill - Tentulia

2. *[Handwritten signature]*
P. S. D. D. D.

[Handwritten signature]

[Handwritten signature]

Self & as the constituted Attorney
in favour of Aparna Paul & Alok Kumar
Vendors



Additional District Sub-Registrar
Barasat North 24 Parganas

30 JUN 2009

Desire Agro Resorts Development Pvt. Ltd

[Handwritten signature]
Confirming Party

Director

MEMO OF CONSIDERATION

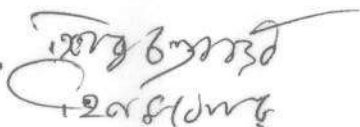
RECEIVED of and from the within named purchaser within mentioned sum of Rs. 60,000.00 (Rupees Sixty thousand) only being the full amount of the consideration money as per memo below :


By Cash/Cheque Rs. 60,000.00
(Rupees Sixty thousand)

WITNESSES :

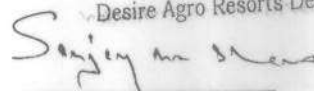
1. Biswajit chanda
vill - Tentulia

Asok Kumar Paul

2. 


Self & wife constituted Attorney in favour of
Aparna Paul & Alok Kumar Paul
Vendors

Desire Agro Resorts Development Pvt. Ltd



Confirming Party

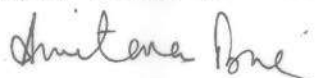
Director

Drafted by :

Shree 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 :



Amitava Bose
Sankar1D/AB