



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.

#### AND

MOHAMMAD JAMALUDDIN, Son of Late Md. Salimuddin by faith - Islam, by occupation - Service, by Nationality - Indian, residing at 3/48, Narkeldanga Main Road, 3rd Floor, P.O. & P.S. Narkeldanga, Kolkata - 7000011, 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.

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### AND

(3)

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-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, 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. AND WHEREAS by virtue of the aforesaid Deed the said Nityananda Paul herein become the absolute owner of Sixteen



(4)

annas owner of the said land.

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.

(i.e. the Vendor No. 1 to 4) of the sale Deed become the absolute owners in khas possession of said land in C.S. & R.S. Dag No. 631, L.R. Dag No. 539 of Mouza - Siti, J.L. No. 101, P.S. Barasat, Dist. North 24 Parganas which is specifically and particularly described in the "A" Schedule property of this Sale Deed by dint of inheritance from their husband and father since deceased Nityananda Palu and the said Vendor Nos. 1 to 4 become the absolute owners of the khas possession of the "A" Schedule property of the sale Deed and have good marketable right, title and interest and possession of the "A" schedule property to sell the purchaser of the sale Deed.

AND WHEREAS Ashoke Kumar Paul (i.e.the Vendor No. 3 of the sale Deed) purchased 25 decimals of land (Danga) in C.S. & R.S. Dag No. 632/1346 of Khatian No. 363, L.R.

Dag No. 539 of L.R. Khatian No. 12 Mouza - Siti, J.L. No. 101, P.S. Barasat, Dist. North 24 Parganas from Soakat Ali, S/o. Late Moula Box Mondal of Sinti and others by a Registered Sale Deed vide No. 6716 dated 3.10.1980 registered at S.R. Barasat at a valuable consideration money and took khas possesion from them and becomes the absolute owners in khas possesion of said land which is specifically and particluarly described in the "B" Schedule in 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 came 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 to purchase and the Vendors agreed to sell comprised an area of land 6 Cottahs equivalent to more or less 9.92 decimals (Danga) with the facilities available which is mentioned in the layout plot No. 63 & 64 out

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of A and B Schedule property of the sale Deed in Mouza - in Mouza - Siti, C.S. & R.S. Dag No. 631, C.S. Khatian No. 342, R.S. Khatian No. 344, C.S. & R.S. Dag No. 632/1346 of R.S. Khatian No. 363, L.R. Dag No. 539 (Part), L.R. Khatian No. 692, 12 of Mouza - Siti, A.D.S.R.O. Barasat, District - North 24 Parganas, morefully described in the "A" and "B" Schedule hereunder written and bounded at a total amount of Rs. 1,20,000.00 (Rupees One Lac Twenty 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. 1,20,000.00 (Rupees One Lac Twenty 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 6 cottahs equivelant to 9.92 decimals of Danga (more or less) of C.S. & R.S. Dag No. 631, C.S. Khatian No. 342, R.S. Khatian No. 344, C.S. & R.S. Dag No. 632/1346, of R.S. Khatian No. 363 L.R. Dag No. 539 (Part), L.R. Khatian No. 692 & 12 of Mouza - Siti, P.S. and

A.D.S.R.O. Barasat, in layout Plot No. 63 & 64 District -North 24 Parganas morefully and particularly described in the Schedule "A" & "B" 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 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 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 partinent to mention here that the Vendor or his heirs are having his and their claim in future inrespect of the Schedule land.

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 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".

## "A" SCHEDULE PROPERTY ABOVE REFERRED TO

ALL THAT piece and parcel of Danga Land named as UTTARAYAN, measuring 2 cottahs 3 chittacks and 9 Sq.ft more or less equivelant to 3.64 decimals (Danga) in layout Plot No. 63, and 2 Cottahs 3 Chittacks and 9 Sq.ft more or less equivelant to 3.64 decimals (Danga) i.e. total area of land 4 Cottahs 6 Chittacks and 18 Sq.ft. more or less equivelant to 7.28 decimals (Danga) in said two layout plots No. 63 & 64 in 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.

#### "B" SCHEDULE PROPERTY ABOVE REFERRED TO

ALL THAT piece and parcel of Danga Land named as UTTARAYAN, measuring 12 chittacks and 36 Sq.ft more or less equivelant to 1,32 decimals (Danga) in layout Plot No. 63, and 12 Chittacks and 36 Sq.ft more or less equivelant to 1.32 decimals (Danga) in Lay out Plot No. 64 i.e. total area of land 1 Cottahs 9 Chittacks and 27 Sq.ft. more or less equivelant to 2.64 decimals (Danga) in said two layout plots No. 63 & 64 in C.S. & R.S. Dag No. 632/1346, C.S. & R.S. Khatian No. 363, L.R. Dag No. 539 (Part), L.R. Khatian No. 12 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.

Total area of land in said 2 Dags in said 2 layout plot Nos. 63 & 64 in said A and B Schedule proerty is 6 (Six) Cottahs equivelent to 9.92 decimals (Danga) of land with all right, title and easement rights whatsoever which is delineated

with the colour RED map or plan annexed herewith and the said property is butted and bounded below. The annexed layout plan is treated as a part of the sale Deed. The proportionate annual rent of the Schedule "A" and "B" property of the said Deed to the paid by the Purchaser to the Govt. of W.B. as per the provision of West Belgal Land Holding Act.

### Butted and bounded by

On the North

C.S. & R.S. Dag No. 632/1346 (Part), L.R.

Dag No. 539 (Part), Pond.

On the South

22 ft wide Road.

On the East

Land of Layout Plot No. 65.

On the West:

Land of Layout Plot No. 62.

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. Prisnagist change

VIII - Tempulia

2. Bilose Dan Titoghar Asolee un faul

Selves & constitued as a lawful Attorney in lee halfot Aparna part & Aloke Kurmar paul.

Vendors

Confirming Party

#### MEMO OF CONSIDERATION

**RECEIVED** of and from the within named purchaser within mentioned sum of Rs. 1,20,000.00 (Rupees One Lac Twenty Thousand) only being the full amount of the consideration money as per memo below:

By Cash/Cheque

Rs. 1,20,000.00

(Rupees One Lac Twenty Thousand) only.

#### WITNESSES :

1. Biswajut chande VIII - Tenbulia

2. Bilaan dan Titoghar Arup to Paul

Belies & constitued as a lawful Afformay
in Lachate & A parna paul & Alo Ke Kumarpaul

Wendors

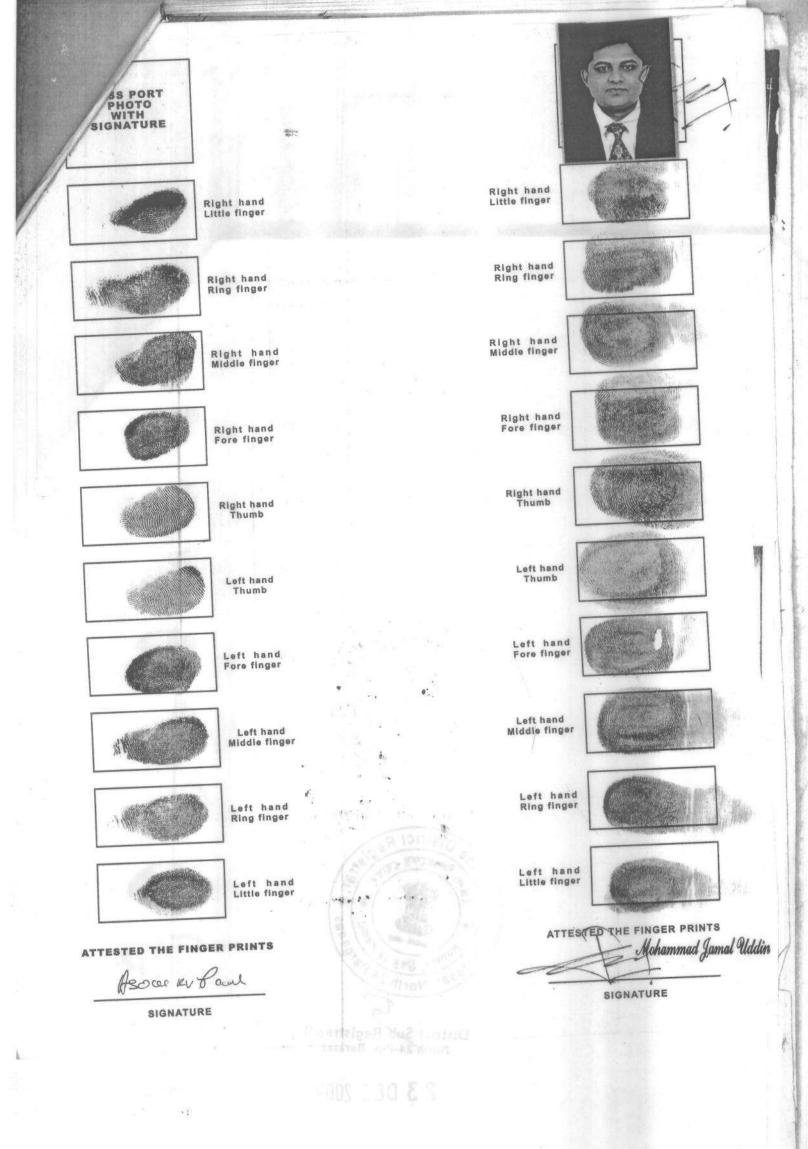
Sanjan Maren

Drafted by: Sankar wath Shosh.

Sankar Nath Ghosh, 23/1 K.K. Mitra Road, Barasat, 24 Parganas (N), Licence No. II-38, A.D.S.R.O. Barasat

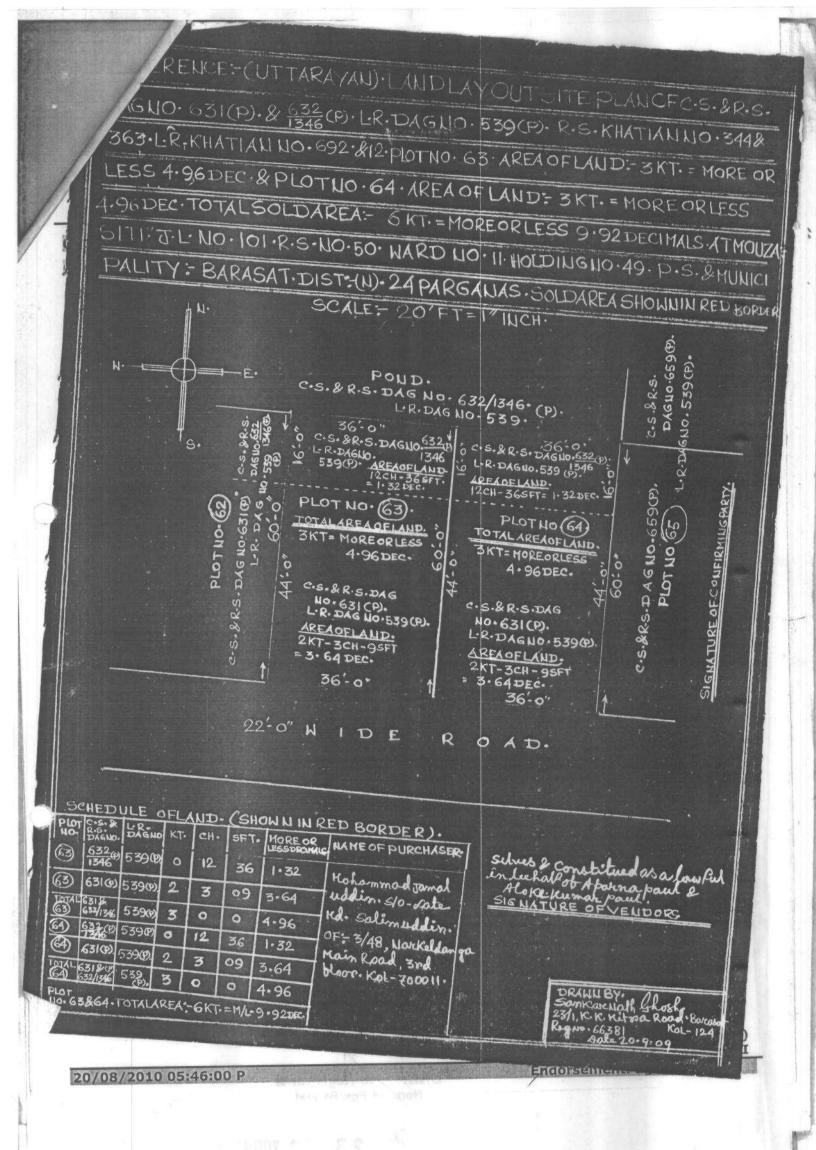
Laser Setter :

Amitava Bose
Sankar1D/AB



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## Office Of the D.S.R.-II NORTH 24-PARGANAS District:-North 24-Parganas

Endorsement For Deed Number : I - 09857 of 2010 (Serial No. 13156 of 2009)

#### On

### 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.-517493/-

Certified that the required stamp duty of this document is Rs.- 31050 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

#### On 23/12/2009

#### Payment of Fees:

Fee Paid in rupees under article: A(1) = 1309/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 23/12/2009

#### Deficit stamp duty

Deficit stamp duty Rs. 2210/- is paid, by the Bankers cheque number 369212, Bankers Cheque Date 23/09/2009, Bank Name State Bank Of India, BARASAT, received on 23/12/2009

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

Presented for registration at 12.00 hrs on :23/12/2009, at the Office of the D.S.R.-II NORTH 24-PARGANAS by Ashoke Kr Paul , one of the Executants.

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

Execution is admitted on 23/12/2009 by

 Sanjoy Kr Show Representative, M/s. Desire Agro Ressorts Development Pvt Ltd, P/594, Purna Das Rd, District:-Kolkata, WEST BENGAL, India, P.O.:-Lake Pin:-700029. , By Profession: Service

Identified By Sankar Nath Ghosh, son of Lt Ajit Kr Ghosh, Thana:-Barasat, District:-North 24-Parganas, WEST BENGAL, India, P.O. :-, By Caste: Hindu, By Profession: Deed Writer.

#### **Executed by Attorney**

#### Execution by

- Ashoke Kr Paul, son of Lt Nityananda Paul, Thana:-Barasat, District:-North 24-Parganas, WEST BENGAL, India, P.O.:-Kazipara By Caste Hindu By Profession: Business, as the constituted attorney of 1. Aparna Paul 2. Aloke Kr Paul is admitted by him.
- Arup Kr Paul, son of Lt Nityananda Paul , Thana:-Barasat, District:-North 24-Parganas, WEST BENGAL, India, P.O.:-Kazipara By Caste Hindu By Profession: Business, as the constituted attorney of 1. Aparna Paul 2. Aloke Kr Paul is admitted by him.

Identified By Sankar Nath Ghosh, son of Lt Ajit Kr Ghosh, Thana:-Barasat, District:-North 24-Parganas, WEST BENGAL, India, P.O. :-, By Caste: Hindu, By Profession: Deed Writer.

( Dinabandhu Roy )
DISTRICT SUB-REGISTRAR-II
EndorsementPage 1 of 2

20/08/2010 05:46:00 P



# Government Of West Bengal Office Of the D.S.R.-II NORTH 24-PARGANAS District:-North 24-Parganas

Endorsement For Deed Number: I - 09857 of 2010

(Serial No. 13156 of 2009)

( Dinabandhu Roy ) DISTRICT SUB-REGISTRAR-II

#### On 20/08/2010

## 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. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

#### Deficit stamp duty

Deficit stamp duty Rs. 23950/- is paid, by the draft number 417781, Draft Date 19/08/2010, Bank Name State Bank of India, KOLKATA AIR PORT, received on 20/08/2010

#### **Deficit Fees paid**

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

A(1) = 4378/- on 20/08/2010.

( Dinabandhu Roy ) DISTRICT SUB-REGISTRAR-II

( Dinabandhu Roy ) DISTRICT SUB-REGISTRAR-II

EndorsementPage 2 of 2

#### Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 34 Page from 3077 to 3096 being No 09857 for the year 2010.



R

(Dinabandhu Roy) 26-August-2010 DISTRICT SUB-REGISTRAR-II Office of the D.S.R.-II NORTH 24-PARGANAS West Bengal