

2

05916

I 02361



DEED OF SALE



05916

T-02361

5000Rs.



M. V. 347000/-
 D. Stamp Duty Rs 2960/- + 12880/-
 D. A Fee Rs 2904/-
 Has been Realised on 09-7-07
 as per Banker's Cheque Bank Draft
 No. 783459, 783802 Dated 09-7-07

Admissible under Rule 21 and also
 under section 8 of W.B.L.R. Act
 - 10% of 5000/- duty stamped
 under section 8 of W.B.L.R. Act
 Section 1A, No. 23
 Fee Paid 10/-
 P. Jee B. 10/-

A-902/-
 E-7/-
 E-7/-
 916/-

8 000/-
 5000/-
 A-902/-
 E-7/-
 E-7/-
 916/-

DEED OF SALE

Additional District Sub-Registry
Barasat, North 24 Parganas

Valued at Rs. 83,000.00

Additional District Sub-Registry
Barasat, North 24 Parganas

9 JUL 2007

(Rupees Eighty Three thousand) Only

9 JUL 2007

THIS INDENTURE made this 28th day of August, 2006 (Two Thousand Six of the Christian Era).

BETWEEN

JIBA NANDA PAUL, Son of Late Krishna Lal Paul, by faith Hindu, by occupation - Business, by Nationality - Indian, residing at Kotrang G.T. Road, P.S. Uttarpara, District - Hooghly, being represented by his Lawful and Legal Attorney (1) **SRI ASHOKE KUMAR PAUL** and (2) **SRI ARUP KUMAR PAUL**,

M.V. 347000/-
 S.D. 2960/-
 S.D. 12880/-
 15840/-
 A-2904/-
 Paid



both sons of late Nityananda Paul, both residing at Siti, P.O. Kazipara, P.S. Barasat, District - North 24 Parganas, both by faith - Hindu, by Nationality - Indian, 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, hereinafter called and referred to as the **VENDOR** (which term or 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 **FIRST PART**.)

AND

SRI TAPAN KUMAR PAUL, Son of Sri Sachindranath Paul, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at P.O. & Village - Panchpota, Via Khantura, District - North 24 Parganas, West Bengal, Pin Code No. 743273, 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.

(3)

Lake, Kolkata-700029, City Office : P/85, Lake Road, Kolkata-700029, 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 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 11.06.58, registered at the Office of the A.D.S.R. Barasat, recorded as Book No. I, Volume No. 63, pages 213 to 216, Being No. 6112, Land of C.S. & R.S. Dag No. 546, L.R. Dag No. 539/1430 (Danga) of Khatian No. 202, 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 Fakir Chand Mondal, Son of Bilat Ali Mondal, residing at Bara, P.S. Barasat, District - North 24 Parganas.

AND WHEREAS by virtue of the aforesaid Deed the said Fakir Chand Mondal and others herein become the absolute owner of Sixteen annas owner of the said land fully described in the schedule hereunder written and the said Vendor 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 the Vendor entered into an agreement with the Confirming Party and appointed the Confirming Party for sale and development of the said land. The Vendor 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 Vendor 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 Vendor agreed to sell the said Plot No. **18** comprised in area of land 3 cottahs = more or less 4.96 decimals with the facilities available in Mouza - Siti, C.S. & R.S. Dag No. 546, L.R. Dag No. 539/1430 (Danga), Khatian No. 202, L.R. Khatian No. 600, A.D.S.R.O. and Municipality Barasat, District - North 24 Parganas, morefully described in the Schedule hereunder written and branches at a total amount of **Rs. 83,000.00 (Rupees Eighty Three thousand) only** the full consideration money.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement and in consideration thereof sum of **Rs. 83,000.00 (Rupees Eighty Three thousand) only** has been given by the Purchaser to the Vendor this day in the manner aforesaid described in the memo of consideration

(5)

given towards the price of the said land and/or from the same and every part thereof the Vendor 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 = more or less 4.96 Decimals of Mouza Siti, J.L. No. 101, Touzi no. 146, Pargana Anowarpur, Ward no. 11, Holding No. 49 comprising in C.S. & R.S. Dag No. 546, L.R. Dag No. 539/1430 (Part) Danga, Khatian No. 202, L.R. Khatian No. 600, P.S., A.D.S.R.O. and 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, 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 vendor may procure the said without any lawful eviction or action or suit to have and

(6)

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 vendor doth hereby covenant with the purchaser that notwithstanding any act, deeds, things whatsoever made done and executed or knowingly suffered to the contrary the vendor now has good right full power and absolute authority and the vendor 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 purchasers 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 vendor 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 purchasers indemnified from or against all charges water courses encumbrances created by the Vendor or any their predecessors in title and free that free from all encumbrances whatsoever made or suffered by the Vendor or any person or persons lawfully or equitably claiming any estate or interest upon the

(7)

said land or part there from under or for the Vendor 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 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 is 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 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 named as UTTARAYAN measuring 3 (Three) Cottahs more or less 4.96 Decimals being Plot No. **18** being C.S. & R.S. Dag No. 546 (Part), L.R. Dag No. 539/1430 (Danga), Khatian No. 202,

(8.)

L.R. Khatian No. 600 of Mouza - Siti, J.L. No. 101, Touzi No. 146, Pargana - Anawarpur, 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 3 Cottahs of land is butted and bounded below :

On the North : Non Scheme Plot No.

On the South : 30 ft. Wide Road.

On the East : Non Scheme Plot No.

On the West : Plot No. 16 and 17

(Anish Mahipal and Shweta Mahipal).

IN WITNESS WHEREOF the Vendor has set and subscribed her hand and seal on the day, month and year first above written.

In the presence of :

1. Devendra Ghoshal
of Badami

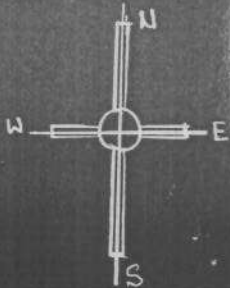
2. Shyamal Biswas
R1, Prince Park
Koh 99

Above the seal
Anish Mahipal
by the Constituted Attorney
in favour of Jibamanda Paul
Vendor

Sanjay Mahipal
Confirming Party

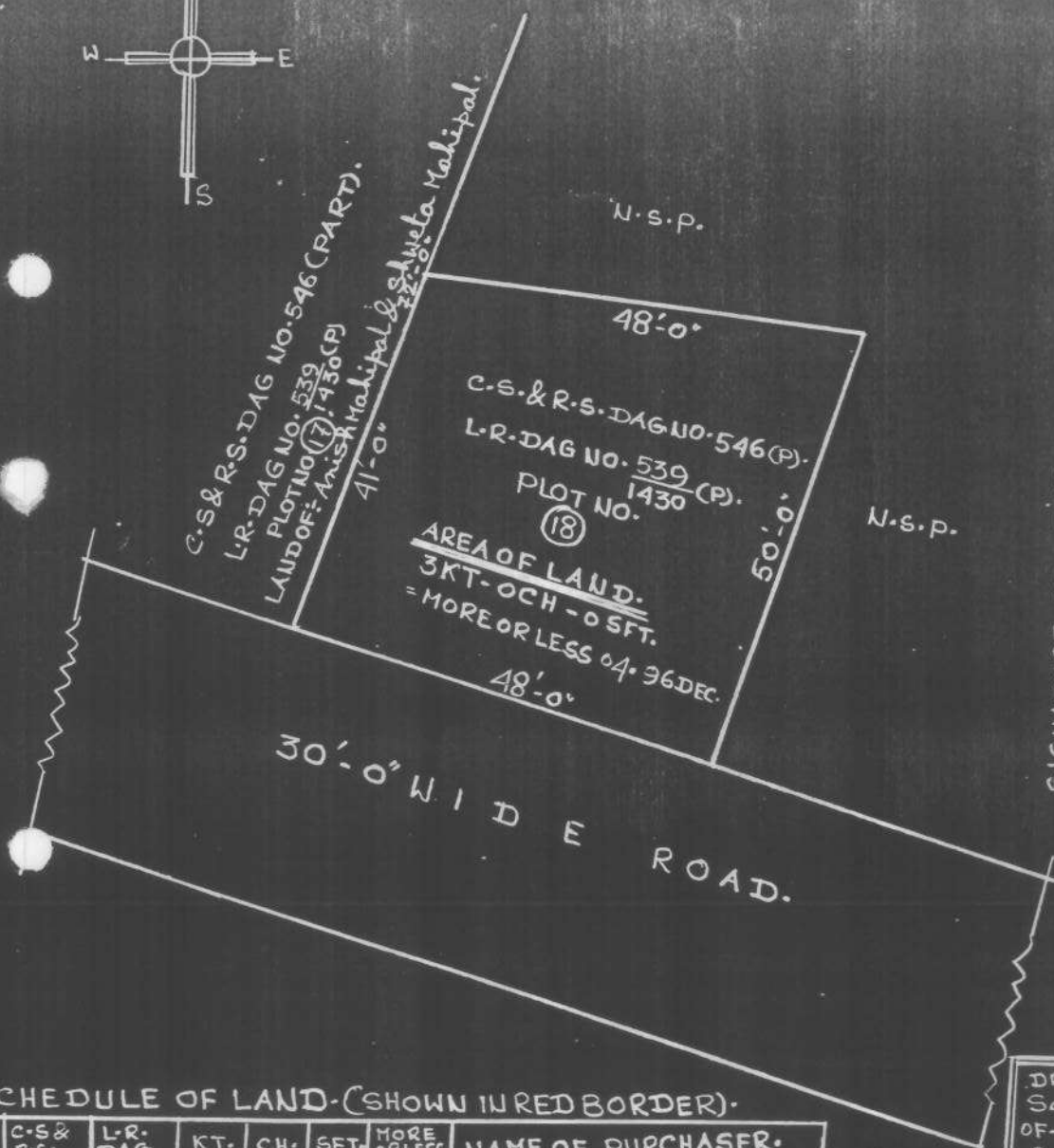
ENCE: (UTTARAYAN) LAND LAYOUT SITE PLAN OF
 S. DAG NO. 546 (PART) L.R. DAG NO. 539/1430 (PART).
 TAN NO. 202 L.R. KHATIAN NO. 600 ATMOUZA: SITI J.L. NO.
 R.S. NO. 50 P.S & MUNICIPALITY: BARASAT DIST: (N) 24 PGS.
 WARD NO. 11 HOLDING NO. 49 PLOT NO. (18) AREA OF LAND:
 3KT-0CH-0SFT = MORE OR LESS 04.96 DEC. SOLD AREA AS SHOWN IN RED
 BORDER.

SCALE: 20' FT = 1" INCH.



SIGNATURE OF CONFIRMING PARTY.

SIGNATURE OF VENDOR.



SCHEDULE OF LAND (SHOWN IN RED BORDER).

LOT NO.	C.S. & R.S. DAG NO.	L.R. DAG NO.	KT.	CH.	SFT.	MORE OR LESS DEC.	NAME OF PURCHASER.
18	546(P)	539/1430	3	0	0	04.96	Shree Tapam Kumar Paul. 5/0-Street Sakindra Nath Paul. OFF Panch Bata.

DRAWN BY:
 Sankar Nath Shrestha
 OF-23/1, K.K. Mitra
 Road Barasat.
 Reg. no. 66381.
 ph. no. 2562-5797.
 Date 28.8.06

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

Arup Ks Paul

Signature of the Presentant / Executant/
 Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status).

PASS PORT
PHOTO
WITH
SIGNATURE



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



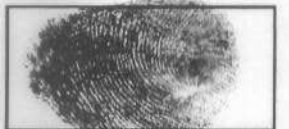
Right hand
Thumb

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

ATTESTED THE FINGER PRINTS

Sankar Kumar Paul
SIGNATURE

Sankar Kumar Paul
SIGNATURE

Amitava Bose

Sankar1A/AB

MEMO OF CONSIDERATION

RECEIVED of and from the within named purchaser within mentioned sum of Rs. 83,000.00 (Rupees Eighty Three thousand) only being the full amount of the consideration money as per memo below :

By Cash/Cheque Rs. 83,000.00

(Rupees Eighty Three thousand)

WITNESSES :

1. *Jayanta Ghosh*
of Barasat
2. *Shyamal Pristina Ghosh*
RA, Police Park
Kol - 99

- *Aswini K. Paul*
- *Arup K. Paul*
by his Constituted Attorney
in favour of Sibananda Paul
Vendor

Drafted by :
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

Sanjay Ghosh
Confirming Party

Laser Setter :
Amitava Bose
Amitava Bose

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 1
Page from 14688 to 14702
being No 02361 for the year 2007.



(Signature)

0 17-July-2007

Office of the A. D. S. R. BARASAT
West Bengal