

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

OF SALE

Stamp 1899

under

Valued at Rs. 83,000.00

(Rupees Eighty three thousand)

mmended Scheen LA. M District Sub-Registrar-II North 24-Pgs. Barasat

Subsequently

3 0 APR 2009

November, 2008 THIS INDENTURE made this 26th day of (Two Thousand Eight of the Christian Era).

BET\VEEN

KRIPANANDA PAUL, Son of Late Krishna Lal Paul, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at Siti, P.O. Kazipara, P.S. Barasat, District - North 24 Parganas, being represented by his Lawful and Legal Attorney (1) SRI ASHOKE KUMAR PAUL, and (2) SRI ARUP KUMAR PAUL, both sons of late Nityananda Paul, both residing at Siti,

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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. 0068, 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

- 1) SMT. KABITA SAHA, Wife of Khokan Saha,
- 2) SRI KHOKAN SAHA, Son of Late Matilal Saha, both by faith Hindu, by Nationality Indian, both by occupation Business, both residing at 33/6, Biplabi Barin Ghosh Sarani, BRS. 11, Block-3, Flat 6, P.O. Ultadanga, P.S. Maniktala, Kolkata-700067, hereinafter called and referred to as the PURCHASERS (which terms of 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 SECOND PART.

AND

M/S DESIRE AGRO RESORTS DEVELOPMENT PVT. LTD. having- its registered office at P/594 Purna Das Road, P.S.

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(3)



Lake, Kolkata-700 029, City Office: P/85, Lake Road, Kolkata-700 029, hereinafter called and refered to as the **CONFIRMING PARTY** its Managing 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 Kripananda Paul, Son of Krishnalal Paul, residing at Siti, P.S. Barasat, District - North 24 Parganas purchased the land by a registered Deed of Sale, dated 4.4.60 registered at the office of the A.D.S.R.O. Barasat, recorded as Book No. I, Volume No. 43, pages 162 to 163, Being No. 3603, Land of C.S. & R.S. Dag No. 625, L.R. Dag No. 539 (Danga) of Khatian No. 225, L.R., Khatian No. 391 of Mouza - Siti, J.L. No. 101, Pargana - Anowarpur, P.S. & A.D.S.R.O. Barasat, District - North 24 Parganas from Noor Ali Kayal, Son of Late Ibrahim Kayal, residing at Siti, 'P.S. Barasat, District - North 24 Parganas. AND WHEREAS by virtue of the aforesaid Deed the said Kripananda Paul 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 Purchasers herein have response of the offer agreed purchase and the Vendor agreed to sell the said Plot No. "R-2" comprised in area of land 2 cottahs = more or less 3.30 Decimals with the facilities available in Mouza - Siti, C.S. & R.S. Dag No. 625, L.R. Dag No. 539 (Part), nature of land Danga, Khatian No. 225, 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. 83,000.00 (Rupees Eighty three) 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 Purchasers to the Vendor 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 Vendor doth hereby acquit, release, sell, transfer, grant, convey, assure the said land unto the said purchasers all that piece and parcel of land measuring 2 cottahs 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. 625, L.R. Dag No. 539 (Danga), Khatian No. 225, L.R. Khatian No. 391, P.S. & 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 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 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 to hold the said land and hereditaments so far as to be unto and said purchasers absolutely to be unto the said Purchasers absolutely free from all encumbrances on the terms and conditions appended below and the vendor doth hereby covenant with the purchasers 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 Purchasers or the said land to the purchasers and the purchasers 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 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 Purchasers 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 purchasers as shall or may be reasonably required.

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 purchasers 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 purchasers 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 = more or less 3.30 Decimals being Plot No. R-2, being Land C.S. & R.S. Dag No. 625 (Part), L.R.

Dag No. 539 (Part), nature of land Danga, Khatian No. 225, L.R. Khatian No. 391 of Mouza - Siti, J.L. No. 101, Pargana - Anowarpur, P.S. & A.D.S.R.O. 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. R-1.

On the South:

Plot No. R-3.

On the East:

Plot No. R-4 and vacant land.

On the West: 22 ft. wide Road.

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:

2. Prignazist Obanda Assell Paul Arup Kr Laul

As Constituted Attorney in favour of Kripalanda Paul Vendor

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. Sanjib Kir Sela Baraset 2. DD 24 Pp.

Biswagily chande Tentulia

prace as Coul Arup ker faul

As Constituted Attorney in favour of Kripalanda Paul Vendor

Confirming Party

Drafted by : Som Kok North Lahosh. Sankar Nath Ghosh, 23/1 K.K. Mitra Road, Barasat, 24 Parganas (N), Licence No. II-38, A.D.S.R.O. Barasat

Amitava Bose
Sankar32/AB/F:

PASS PORT PHOTO WITH SIGNATURE



Right hand Little finger



Right hand Ring finger



Right hand Middle finger



Right hand Fore finger



Right hand Thumb



Left hand Thumb



Left hand Fore finger



Left hand Middle finger

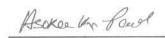


Left hand Ring finger



Left hand Little finger

ATTESTED THE FINGER PRINTS



SIGNATURE



Right hand Little finger



Right hand Ring finger



Right hand Middle finger



Right hand Fore finger



Right hand Thumb



Left hand Thumb



Left hand Fore finger



Left hand Middle finger



Left hand Ring finger



Left hand Little finger



ATTESTED THE FINGER PRINTS



SIGNATURE

PASS PORT PHOTO WITH SIGNATURE



Right hand Little finger

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Right hand Ring finger



Right hand Middle finger



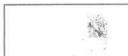
Right hand Fore finger



Right hand Thumb



Left hand Thumb



Left hand Fore finger



Left hand Middle finger



Left hand Ring finger



Left hand Little finger





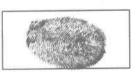
SIGNATURE



Right hand Little finger



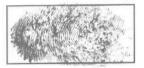
Right hand Middle finger



Right hand Fore finger



Right hand Thumb



Left hand Thumb



Left hand Fore finger



Left hand Middle finger



Left hand Ring finger



Left hand Little finger



ATTESTED THE FINGER PRINTS



SIGNATURE

OFFICE OF THE (Photo of the presentant should be pasted in the front page of the document.) Name Soyoy Kr Show Status - Presentant LEFT HAND FINGER PRINTS LITTLE RING MIDDLE FORE THUMB **RIGHT HAND FINGER PRINTS** THUMB **FORE** MIDDLE LITTLE RING All the above fingerprints are of the abovenamed person and attested by the said person Sanjay hallow Signature of the presentant (2)Status - Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator (√) LEFT HAND FINGER PRINTS RING MIDDLE FORE THUMB LITTLE RIGHT HAND FINGER PRINTS LITTLE THUMB FORE MIDDLE RING All the above fingerprints are of the abovenamed person and attested by the said person Signature of the Presentant / Executant /

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

DISTRICT NORTH 24 PARGANAS

REFERENCE: (UTTARAYAN) LAND LAYOUT SITE PLAN OF C.S & R.S DAG NO. 625(P) C.S & R.S KHATIAN NO - 2.2.5 L.R DAG NO.-539 (P). L.R KHATIAN NO- 391. MOUZA - SITI J.L NO.-101, R.S NO -50. P.S & MUNICIPALITY - BARASAT, WARD NO. - 11, HOLDING NO. - 49, DIST - 24PGNS(N), PLOT NO.- 77, AREA OF LAND - 2K-0CH-0SFT=MORE OR LESS3.3_DEC., SOLD AREA SHOWN IN RED BORDER SCALE: 20' = 1" R4 SIGN OF CONFIRMING PARTY SIGN OF VENDOR SCHEDULE OF LAND (SHOWN IN BORDER) C.S & R.S DAG NO. More or less DEC. KOTTAH NAME OF PURCHASER CHATAK Sq. Ft. KABITA SAHA R2 3.30 625 0 0 KHOKAN SAHA SCALE: 20' = 1''

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 3 Page from 1089 to 1103 being No 02646 for the year 2009.



ANT

(X) 27-August-2009 District Sub Register II Office of the D.S.R.-II NORTH 24-PARGANAS West Bengal