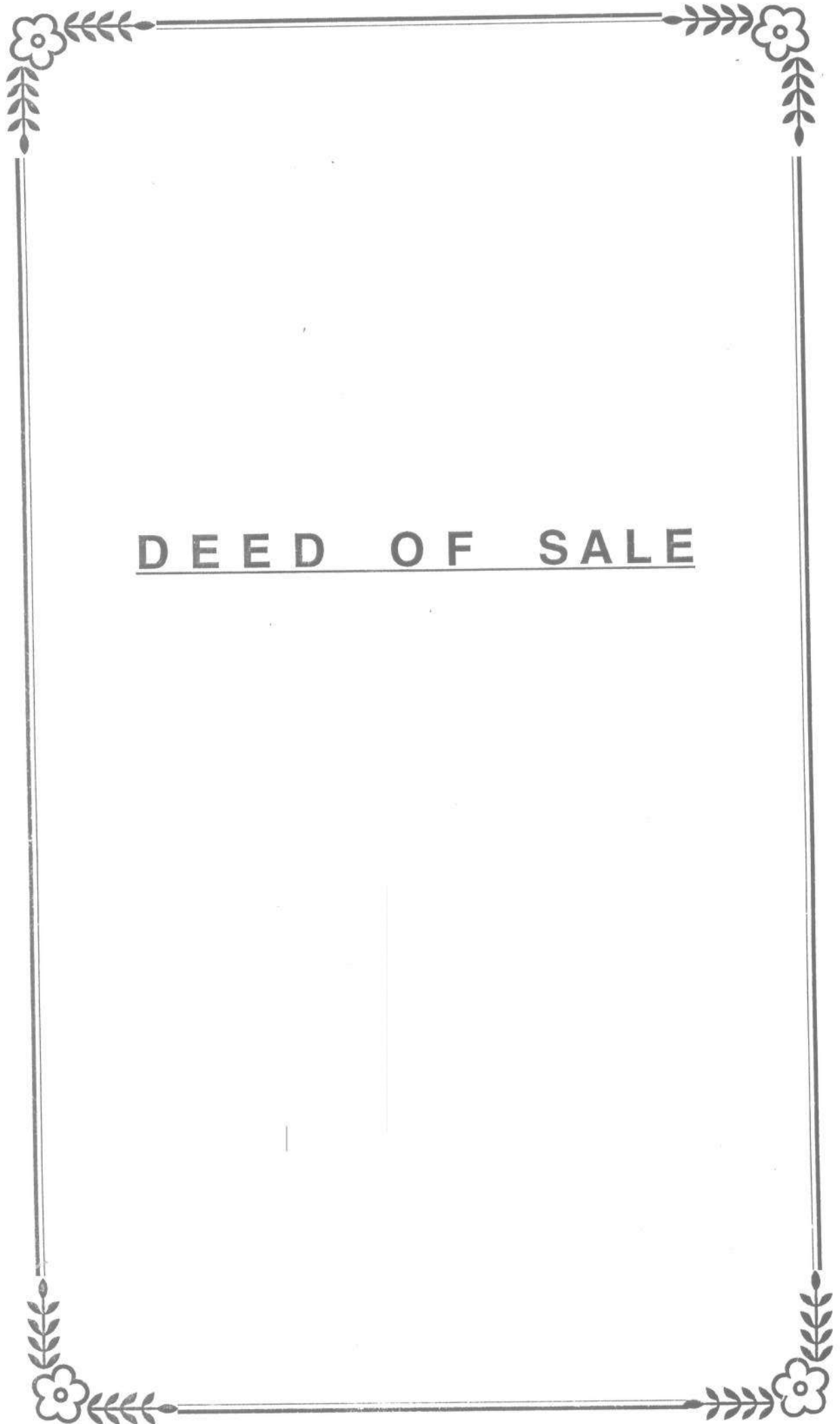


P 01205

203994



DEED OF SALE

P01205

203994 1000Rs.



62700

32102



**DEED OF SALE**

Valued at Rs. 40,000.00

(Rupees Forty thousand) Only

RD=62700  
 M. V. ~~32102~~  
 D. Stamp Duty Rs. 1816/-  
 D. A Fee Rs. 253/-  
 Has been Realised on 15-9-05  
 as per Banker's Cheque/Bank Draft  
 No. 952077 Dated 14-9-05

THIS INDENTURE made this 19th day of February, 2004 (Two Thousand Four of the Christian Era).

27 FEB 2004

**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 separte registered General Power of Attorney, duly registered at Book No. IV, Power of Attornies Nos. 00070 and 00071, both dated 13.2.2003, both registered at D.R.-II Barasat, North

ADSR & Collector U/S  
 20) of L.S. Act. of Barasat  
 15 SEP 2005

Additional District Sub-Registrar  
 Barasat, North 24 Parganas  
 15 SEP 2005

DR A-252  
 A = 429/-  
 E = 436/-



S. Ashis Dhar

( 2 )

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 Nationality - Indian, 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**

**SRI ASHIS DHAR**, Son of Sri Basanta Kumar Dhar, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing

1000Rs.



( 3 )

at 70/140, Indraprosta, Ward No. 5, P.O. Hridaypur, 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, Kolkata-700 029, hereinafter called and referred to as the **CONFIRMING PARTY** its Managing Director **SHRI SANJAY KUMAR SHAW**, Son of Mewalal Shaw, residing at P-23, Dobson Lane, Howrah-



( 4 )

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. 624 (Part) of Khatian No. 167, L.R. Dag No. 539 (Part), L.R. Khatian No. 692 of Mouza - Siti from Achar Ali Mondal, Son of Abdul Mondal by a registered sale deed vide no. 2200, dated 15.02.66 duly registered in Book No. I, Volume No. 36, pages from 130 to 132, registered at S.R.O. Barasat and took khas possession from therein and became the absolute



( 5 )

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.

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

10 Rs.



( 6 )

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.

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

( 7 )

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 Vendors agreed to sell the said Plot No. 28 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. 624 (P), Khatian No. 167, 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 branches at a total amount of Rs. 40,000.00 (Rupees Fourty thousand) only the full consideration money.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement and in consideration thereof sum of Rs. 40,000.00 (Rupees Fourty 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, J.L. No. 101, Touzi no. 146, Pargana Anowarpur, Ward no. 11, Holding No. 49 comprising in C.S. & R.S. Dag No. 624 (P), L.R. Dag No. 539 (Part), L.R. Khatian No. 692, P.S. and 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,



( 8 )

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 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 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 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 any 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 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 Vendors 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 Vendors 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 Vendors 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 measuring 2 two Cottahs more or less 3.30 Decimals being Plot No. 28, being C.S. & R.S. Dag No. 624 (P), 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, 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. 27.

On the South : Plot No. 29.

On the East : 22 ft. wide Road.

On the West : Others land.

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

In the presence of :

1. Devorita Chowdhury  
of Badarai

2. Shyamal Kr Kestania  
24, Poinee Park.  
Kotkata - 99

1. Smt Aparna Paul  
2. Sri Alok Kumar Paul  
both represented by their legal  
& lawful Attornies & selves

Aswini Kr Paul

Arup Kr. Paul

Vendors

Sanjay K. Shaw

Confirming Party

# DISTRICT NORTH 24 PARGANAS

## OFFICE OF THE


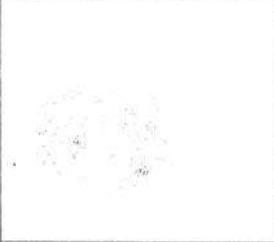



(Photo of the presentant should be pasted in the front page of the document.)

(1)

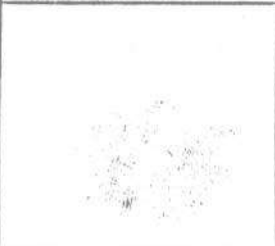


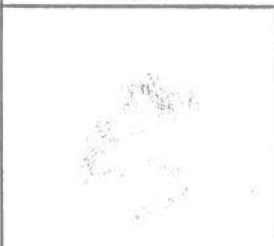
Name .....

Status - Presentent

### 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.


Asola K Paul  
Signature of the presentant

(2)






Name .....

Status - Presentent/Executant/Claimant/Attorney/Principal/Gurdian/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.

Asola K Paul  
Signature of the Presentant/Executant/  
Claimant/Attorney/Principal/Gurdian/Testator. (Tick the appropriate status).

**DISTRICT NORTH 24 PARGANAS**






OFFICE OF THE D.S.R. - I / D.S.R. - II / A.D.S.R. BARASAT


(Photo of the presentant should be pasted in the front page of the document.)

1.

Name - .....

Status - Presentent

LEFT HAND FINGER PRINTS				
LITTEL	RING	MIDDLE	FORE	THUMB
				

RIGHT HAND FINGER PRINTS				
THUMB	FORE	MIDDLE	RING	LITTEL
				

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






Arup kr Paul






Signature of the presentant

2.

Name - .....

Status - Presentent/Executant/Claimant/Attorney/Principal/Gurdian/Testator (✓)

LEFT HAND FINGER PRINTS				
LITTEL	RING	MIDDLE	FORE	THUMB
				

RIGHT HAND FINGER PRINTS				
THUMB	FORE	MIDDLE	RING	LITTEL
				

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

Sanjay kr Shaw

Signature of the Presentent/Executant/

Claimant/Attorney/Principal/Gurdian/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 Fourty thousand) only being the full amount of the consideration money as per memo below :

By Cash/Cheque Rs. 40,000.00

(Rupees Fourty thousand only)

**WITNESSES :**

1. Devabrata Ghosh  
of Badareit

2. Shyamal K. Kistania  
21 Pinner Park  
Kolkata - 99

1. smt Aparna Paul  
2. sri Alok Kumar Paul  
both represented by their legal  
& lawful Attornies & selves

Asoka kr Paul

Arup kr Paul

Vendors

**Drafted by :**

Sri 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

Sanjay kr Shaw

Confirming Party