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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

399796

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 The additional sheet's are attached
 The signature sheet's are attached
 and that the document is correct

Additional District Sub-Registrar
 Barasat, North 24 Parganas

27 NOV 2009

DEED OF SALE

Valued at Rs. 80,000.00

(Rupees Eighty thousand) Only

THIS INDENTURE made this 5th day of June, 2009 (Two Thousand Nine).

BETWEEN

SRI ASHOKE KUMAR PAUL, Son of late Nityananda Paul,
 by faith - Hindu, by occupation - Business, residing at Siti,
 P.O. Kazipara, P.S. Barasat, District - North 24 Parganas,
 hereinafter called and referred to as the **VENDOR** (which

M. V. 1485/11
 B. N. 59/10
 " 20/11
 27/2/09
 439/-
 175/-
 10/11/09

Handwritten notes and signatures at the bottom right of the page.



(2)



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 CHITTARANJAN BASAK, Son of Late Nalini Kumar Basak, by faith - Hindu, by occupation - Business, residing at Purbachal, P.O. & P.S. Barasat, District - North 24 Parganas, Kolkata-700124, 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 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 Ashoke Kumar Paul, Son of Late Nityananda Paul, residing at Siti, P.O. Kazipara, P.S. Barasat, District - North 24 Parganas purchased land by a registered Deed of Sale, dated 02.11.1981, registered at the office of the A.D.S.R.O. Barasat, being No. 9148, purchase area of land 17 Decimals out of 42 Decimals in C.S. & R.S. Dag No. 672 (Part), Khatian No. 599, R.S. Khatian No. 603, L.R. Dag No. 539 (Part), L.R. Khatian No. 12 of Mouza - Siti from Didar Baks Mondal, Son of late Manu Mondal of Siti and others purchase deed and took khas possession from therein and became the absolute owner in khas possession of said land in said Dags.

AND WHEREAS by virtue of the aforesaid Deed the said Ashoke Paul herein become the absolute owner of Sixteen annas owner of the said land fully described in the schedule hereunder written.

AND WHEREAS the Vendor entered into an agreement with the Confirming Party and appointed the Confirming Party for

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sale and development of the said land. The Vendor 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 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 to purchase and the Vendor agreed to sell the Plot No. 109 comprised in area of land 2 cottahs more or less or 3.30 decimals and Plot No. 110 comprised in area of land 2 cottahs more or less or 3.30 decimals total area of land 4 Cottahs more or less or 6.6.0 Decimals with the facilities available in C.S. & R.S. Dag No. 672 (Part), Khatian No. 599, R.S. Khatian No. 603, L.R. Dag No. 539 (Part), L.R. Khatian No. 12 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. 80,000.00 (Rupees Eighty thousand) only the in full consideration the money.

(5)

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement and in consideration thereof sum of Rs. 80,000.00 (Rupees Eighty thousand) only has been given by the Purchaser 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 purchaser all that piece and parcel of land Plot No. 109 comprised in area of land 2 cottahs more or less or 3.30 decimals and Plot No. 110 comprised in area of land 2 cottahs more or less or 3.30 decimals total area of land 4 Cottahs more or less or 6.60 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. 672 (Part), Khatian No. 599, R.S. Khatian No. 603, L.R. Dag No. 539 (Part), L.R. Khatian No. 12 of Mouza - Siti, 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,

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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 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

(7)

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 Vendor 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 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 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. 109, 110 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 being Plot No. 109 comprised in area of land 2 cottahs more or less or 3.30 decimals and Plot No. 110 comprised in area of land 2 cottahs more or less or 3.30 decimals total area of land 4 Cottahs more or less or 6.6.0 Decimals, C.S. & R.S. Dag No. 672 (Part), Khatian No. 599, R.S. Khatian No. 603, L.R. Dag No. 539 (Part) Danga, 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, District - North 24

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Parganas, and the said property morefully shown and delineated with the colour RED map or plan annexed herewith and the said property.

LAND MEASURING 4 COTTAHS

BUTTED AND BOUNDED BY


- On the North : Plot No. 108.
On the South : Land of Others.
On the East : Plot Nos. 99 & 100
On the West : 22 feet wide road.

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

In the presence of :

1. Biswasjit chander
Vill - Tentulia

2.


Sanyal
Sanyal

ASOKE KR Paul

Vendor:

Desire Resorts Management Pvt. Ltd

Sanjay Dasgupta
Confirming Party Director

PASS PORT
PHOTO
WITH
SIGNATURE

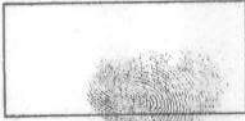


Chitta Ranjan Basak



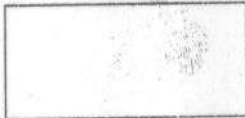
Right hand
Little finger

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



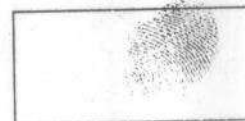
Left hand
Thumb

Left hand
Thumb



Left hand
Fore finger

Left hand
Fore finger



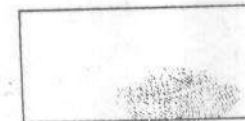
Left hand
Middle finger

Left hand
Middle finger



Left hand
Ring finger

Left hand
Ring finger



Left hand
Little finger

Left hand
Little finger



ATTESTED THE FINGER PRINTS

Asolee K. Paul

SIGNATURE

ATTESTED THE FINGER PRINTS

Chitta Ranjan Basak

SIGNATURE

Signature of the
Executants/ Presentant /
Sailer / Buyer with Photo

Page No.

SPECIMEN FORM FOR TEN FINGERPRINT

Photo	Left Hand						
		Little	Ring	Middle	Fore	Thumb	
		Right Hand					
			Thumb	Fore	Middle	Ring	Little

Signature :- ✓ *Sanjay ...*

Photo	Left Hand						
		Little	Ring	Middle	Fore	Thumb	
		Right Hand					
			Thumb	Fore	Middle	Ring	Little

Signature :-

Photo	Left Hand						
		Little	Ring	Middle	Fore	Thumb	
		Right Hand					
			Thumb	Fore	Middle	Ring	Little

Signature :-



Government Of West Bengal
Office Of the A. D. S. R. BARASAT
District:-North 24-Parganas

Endorsement For Deed Number : I - 05852 of 2009
(Serial No. 03432 of 2009)

On 30/06/2009

Payment of Fees:

Fee Paid in rupees under article : A(1) = 869/- , E = 7/- on 30/06/2009

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

Presented for registration at 15.57 hrs on :30/06/2009, at the Office of the A. D. S. R. BARASAT by Ashoke Kr Paul, one of the Executants.

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

Execution is admitted on 30/06/2009 by

1. Ashoke Kr Paul, son of Lt Nityananda Paul , Siti Kazipara N 24 Pgs , Thana Barasat, By Caste Hindu, By Profession : Business
2. Sanjoy Kr Shaw, Director, M/s Desire Agro Resorts Dev Pvt Ltd, P/594 Purna Das Rd, Kol-29, By Profession : Business

Identified By Sankar Nath Ghosh, son of Late Ajit Kr Ghosh, 23/1 K. K. Mitra Road N 24pgs,Thana: Barasat, By Caste: Hindu, By Profession: Deed Writer.

(Supriya Chattopadhyay)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BARASAT

On 01/07/2009

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.-148500/-

Certified that the required stamp duty of this document is Rs.- 8910 /- and the Stamp duty paid as: Impressive Rs.- 5000/-

(Supriya Chattopadhyay)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BARASAT

On 27/11/2009

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.

Deficit stamp duty

Deficit stamp duty Rs. 3910/- is paid, by the Bankers cheque number 364654, Bankers Cheque Date 26/11/2009, Bank Name STATE BANK OF INDIA, Barasat, received on 27/11/2009

(Supriya Chattopadhyay)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BARASAT

27/11/2009 18:03:00

EndorsementPage 1 of 2



Government Of West Bengal
Office Of the A. D. S. R. BARASAT
District:-North 24-Parganas

Endorsement For Deed Number : I - 05852 of 2009
(Serial No. 03432 of 2009)

Deficit Fees paid

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

A(1) = 759/- on 27/11/2009.

(Supriya Chattopadhyay)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BARASAT



Additional District Sub-Registrar
Barasat

(Supriya Chattopadhyay)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BARASAT

27/11/2009 18:03:00

EndorsementPage 2 of 2

MEMO OF CONSIDERATION

RECEIVED of and from the within named purchaser within mentioned sum of Rs. 80,000.00 (Rupees Eighty thousand) only being the full amount of the consideration money as per memo below :

By Cash/Cheque Rs. 80,000.00
(Rupees Eighty thousand only)

WITNESSES :

1. Biswanjit chandra
vill - Tentulia

AS per Mr Paul

2. *[Signature]*
[Signature]

Vendor:

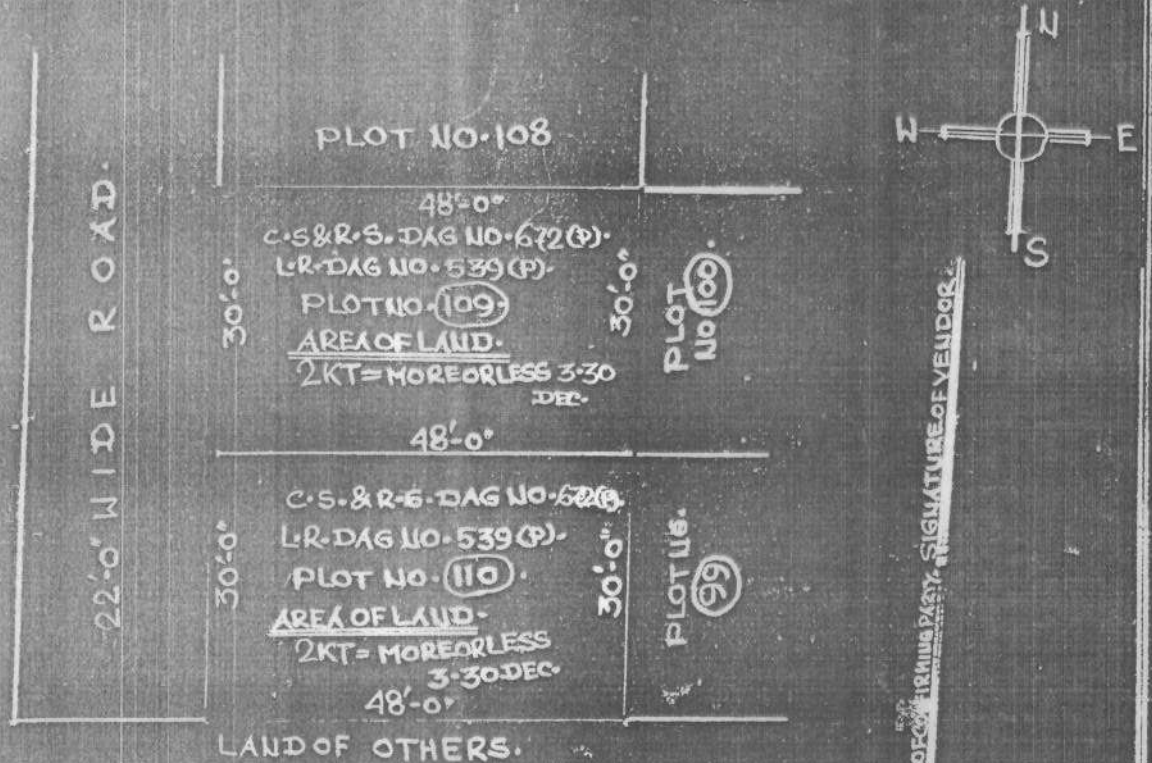
Desire Agro Resorts Development Pvt. Ltd.

[Signature]
Confirming Party Director

Drafted by :
Sree 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
Amitava Bose
Sankar8/AB/F:

REFERENCE: (UTTARAYAN) - LAND LAYOUT SITE PLAN OF
 C.S & R.S. DAG NO. 672 (P). L.R. DAG NO. 539 (P). R.S. KH. NO. 603.
 L.R. KH. NO. 12. ATMOUZA - SITI. J. L. NO. 101. R.S. NO. 50.
 PLOT NO. 109 AREA OF LAND: 2 KT. = MORE OR LESS 3.30 DEC.
 & PLOT NO. 110 AREA OF LAND: 2 KT. = MORE OR LESS 3.30 DEC. TOTAL
 SOLD AREA: 4 KT. = MORE OR LESS 6.60 DEC. WARD NO. 11. HOLDING NO. 49.
 P.S. & MUNICIPALITY: BARASAT. DIST: (N). 24 PARGANAS.
 SCALE: 20' FT = 1" INCH.



SCHEDULE OF LAND. (SHOW IN RED BORDER).

PLOT NO.	C.S & R.S. DAG NO.	L.R. DAG NO.	KT.	CH.	SFT.	MORE OR LESS DEC.	NAME OF PURCHASER
(109)	672 (P).	539 (P).	2	0	0	3.30	Sree Chitta Ranjan Basak. S/o. Late. Halini Kumari Basak. off. purchase. P.O. + P.S. Barasat. No. 700124.
(110)	672 (P).	539 (P).	2	0	0	3.30	
TOTAL AREA: 4 KT. = MORE OR LESS 6.60 DEC.							

DRAWN BY: San Kax Nath Ghosh. 23/1, K.K. Mitra Road Barasat. Sale - 5.6.09

Continued on reverse side

Registered in Book 1
CD Volume number 25
Page from 500 to 505
being the 50002 for the year 2000



Office of the A. C. R. BARASA
ADDITIONAL DISTRICT JUDGE
District Court, Kisumu
West Kenya