l 05914

() 2331

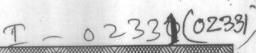


DEED OF SALE





· 990001 -





Please on the land of the land

JUL 2007
THIS INDENTURE made this 28th day of August, 2006 (Two Thousand Six of the Christian Era).

BETWEEN

PAGE 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,

test stant police into



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

798024





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



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

798924



(3)

repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns of the **FIRST PART**.

AND

1) SRI BIJOY KUMAR MALLICK, Son of Late Manindra Chandra Mallick, 2) SMT. ABHA MALLICK, Wife of Sri Bijoy Kumar Mallick, both by faith - Hindu, by occupation - Service and House-wife respectively, by Nationality - Indian, both residing at E/F29, Gyangra, South Mart, P.S. Rajarhat, Kolkata-700059, 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. Lake, Kolkata-700029, City Office: P/85, Lake Road, Kolkata-700029, hereinafter called and refered to as 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 30.10.58, registered at the Office of the S.R. Barasat, recorded as Book No. I, Volume No. 93, pages 85 to 87, Being No. 9273, Land of C.S. & R.S. Dag No. 633, L.R. Dag No. 539 (Danga) of C.S. Khatian No. 198, R.S. Khatian No. 199, 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 Amena Khatun

Bibi, wife of Amir Ali Mondal of Siti, P.S. Barasat, District
- North 24 Parganas.

AND WHEREAS by virtue of the aforesaid Deed the said Amena Khatun Bibi 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 has response of the offer agreed purchase and the Vendor agreed to sell the said Plot No. 52 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. 633, L.R. Dag No. 539 (Danga) of C.S. Khatian No. 198, R.S. Khatian No. 199, L.R.

Khatian No. 600 of Mouza Siti, J.L. No. 101, Pargana - Anwarpur, P.S., 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. 49,500.00 (Rupees Forty nine thousand five hundred) only the full consideration money.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement and in consideration thereof sum of Rs. 49,500.00 (Rupees Forty nine thousand five hundred) 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 2 cottahs = more or less 3.30 decimals with the facilities available in Mouza - Siti, C.S. & R.S. Dag No. 633, L.R. Dag No. 539 (Danga) of C.S. Khatian No. 198, R.S. Khatian No. 199, L.R. Khatian No. 600 of Mouza Siti, J.L. No. 101, Pargana - Anwarpur, 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, 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 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

purchasers 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 named as UTTARAYAN measuring 2 cottahs = more or less 3.30 decimals being Plot No. **52** of Mouza - Siti, C.S. & R.S. Dag No. 633, L.R. Dag No. 539 (Danga) of C.S. Khatian No. 198, R.S. Khatian No. 199, L.R. Khatian No. 600 of Mouza Siti, J.L. No. 101, Pargana - Anwarpur, 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 2 Cottahs of land is butted and bounded below :

On the North : Plot No. 53.
On the South : Plot No. 51.

On the East : 22' ft. wide Road.

On the West : Land of others.

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. 3 humal Bistma Kolomig 21, Poince Rook.

2. Osio Lifa Choepier

- Asoke ky fall 2 - Arup kr faul bythe Constituted Attorney Enforcer of Jiha nonda paul. Vendor

Confirming Party

PASS PORT PHOTO WITH SIGNATURE PRINCIPLE PRINCIPLE 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

na sa

og kamon Mallile 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

Latiested the FINGER PRINTS

SIGNATURE

PASS PORT PHOTO WITH SIGNATURE

	The Control of the Co	219	- Mall -	
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		
ESTED THE FINGER PRINTS		ATTESTED THE FINGER PRINTS		
SIGNATURE AND			SIGNATURE	

DISTRICT NORTH 24 PARGANAS OFFICE OF THE (Photo of the presentant should be pasted in the front page of the document.) Wanter & sub Status - Presentant Name LEFT HAND FINGER PRINTS THUMB MIDDLE FORE RING LITTLE RIGHT HAND FINGER PRINTS LITTLE RING MIDDLE FORE THUMB All the above fingerprints are of the abovegamed person and attested by the said person. Asole Kr Casel Signature of the presentant (2)Status - Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator (√) LEFT HAND FINGER PRINTS THUMB FORE MIDDLE RING LITTLE RIGHT HAND FINGER PRINTS LITTLE RING MIDDLE THUMB FORE All the above fingerprints are of the abovenamed person and attested by the said person.

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

Signature of the Presentant / Executant/

MEMO OF CONSIDERATION

RECEIVED of and from the within named purchasers within mentioned sum of Rs. 49,500.00 (Rupees Forty nine thousand and five hundred) only being the full amount of the consideration money as per memo below :

By Cash/Cheque

Rs. 49,500.00

(Rupees Forty nine thousand and five hundred) Je

WITNESSES :

- Asoke Ky Bail &

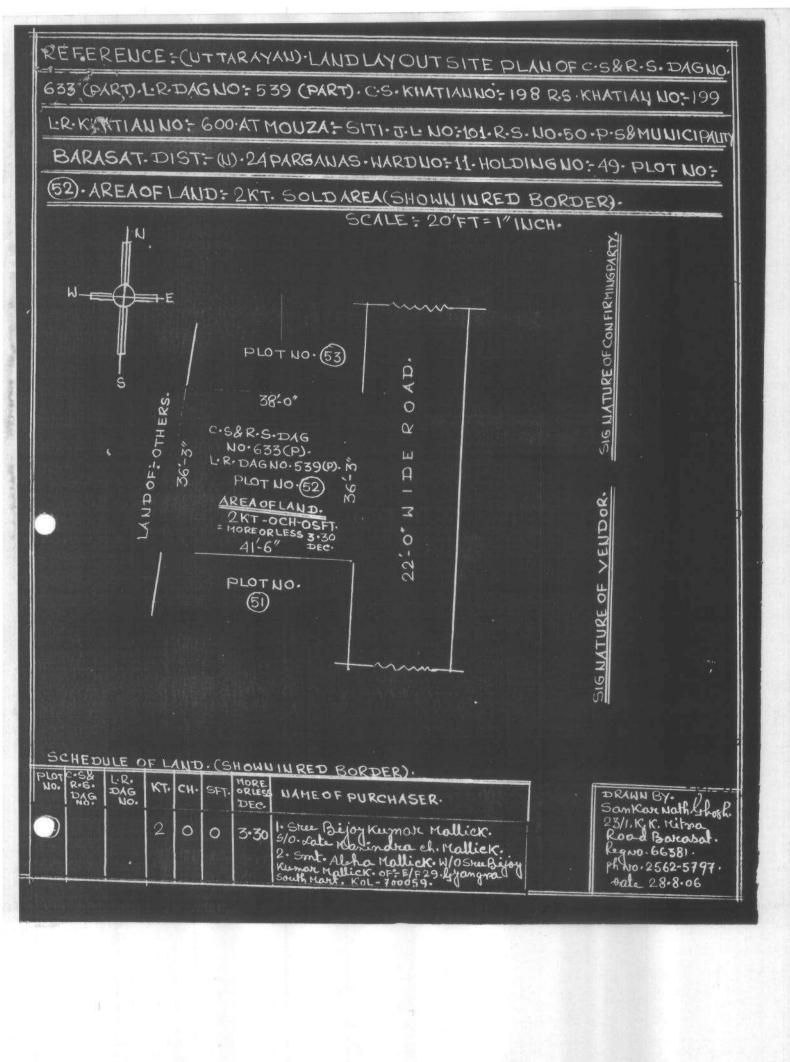
1. skyamal söstma Relania - Arup Kr Paul
24, Poince Pask
ley 15 constituted Attorney
1. Syphita Phenix in for your of Files nonda poul.
2. Derolyta Phenix

Drafted by :/ San Kare wath Ishosh.

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

Confirming Party

Laser Setter dmitten 1 Amitava Bose SankarB/AB



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 1 Page from 14220 to 14237 being No 02331 for the year 2007.



0 17-July-2007

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