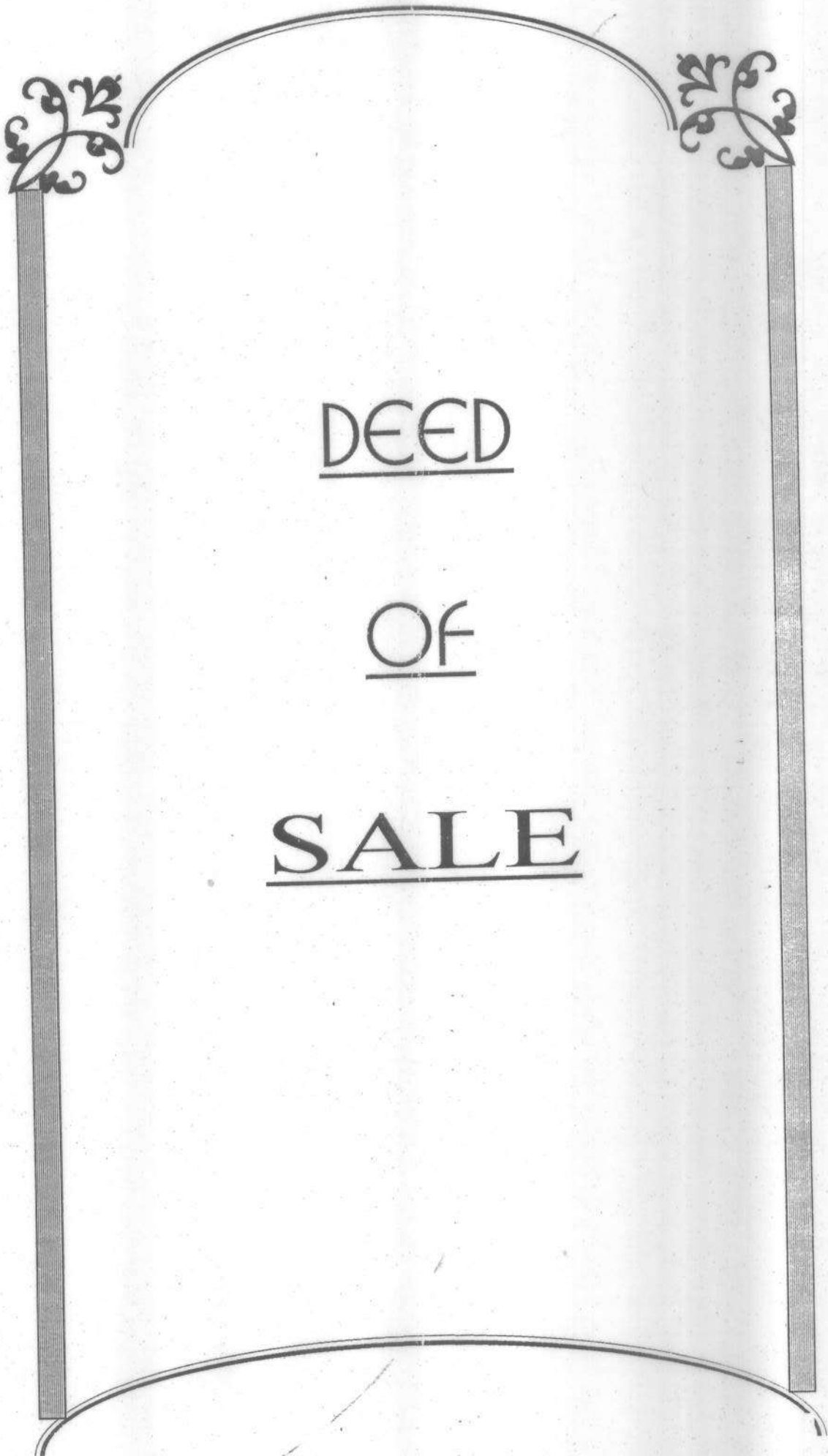


01267

Q 5557



DEED

OF

SALE

01267

5557 1000Rs.



11/02/03

4000
1130
5130

Admissible under Rule 21 & also
 under Sec 11 of W. B. R. Act, 1955
 Stamp duty under the Indian
 Stamp Act, 1899. Subsequently
 amended Section 4A. No. 10/2003
 Fees Paid. A=693/-
 E=71/-
 H=281/-
 W=41/-

Deficit Stamp duty of Rs. 1130/-
 has been realised on 20.2.03
 as per Banker's Cheque/
 Bank Draft No. 0136/433534
 Date 19.02.03 S.B.S. bank

[Signature]
 D. S. R. - II
 Barasat, North 24-Parganas
 21.02.03

Registrar u/s 7 (2)
 North 24-Parganas
 (D. S. R. - II)

DEED OF SALE

732 Valued at Rs. 64,000.00

(Rupees Sixty four thousand) Only

THIS INDENTURE made this 19th day of February, 2003 (Two Thousand Three of the Christian Era).

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 seperate 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 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

Registrar u/s 7 (2)
 North 24-Parganas
 (D. S. R. - II)

21 FEB 2003

Sab
64000

693

1128

Stamp duty realised on
 as per Estab. Receipt No.

457
 31/3/06
 732

A457
 31/3/06
 District Sub-Registrar
 North 24 Parganas, Barasat

NV 147000
 1606
 693
 9131
 501
 457

1000Rs.



Market value issued Rs 147000

Deduct Stamp Duty of Rs 335 + 15

has been realised on 31-3-06

as per Banker's Cheque 31-3-06

Bank Draft No 971820 + 915912

Date 31-3-06 of 31-3-06

31-3-06 D. S. R. (2)

25-3-06 **Raragal, North 24-Parganas**

24 Parganas, all are by faith - Hindu, 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

DILIP KUMAR SAHA, son of Radha Benode Saha, by faith - Hindu, by occupation - Business, residing at 39, New Road (Manir Para), P.O. Birati, P.S. Nimta, Kolkata-700 051, 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**.)

1000Rs.



(3)

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-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. 623 of Khatian

1000Rs.



(4)

No. 744 of Mouza - Siti from Abdul Aziz, son of Late Khosla Ali and others of Siti, P.S. Barasat, District - North 24 Parganas by a registered sale deed vide no. 3116, dated 17.4.1972 duly registered in Book No. I, Volume No. 48, pages from 1 to 3, registered at S.R.O. Barasat and said Nityananda Paul also purchased land in C.S. & R.S. Dag No. 622 of Khatian No. 984 of Mouza - Siti, P.S. Barasat, District - North 24 Parganas from Abdul Gaffar Mondal, S/o Sukur Mondal of Siti, by a registered sale deed, vide no. 2276, dated 22.3.72 duly registered in Book No. I, Volume No. 33, pages from 138 to 139, registered at S.R.O. Barasat and took khas possession from therein and became the absolute owner in khas possession of said land in said two Dags.

(5)

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 15.5.2000... leaving behind his one 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 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 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

(6)

offer agreed purchase and the Vendor agreed to sell the said Plot No. 32 comprised in area of land 3 cottahs 2 chittacks 40 sq.ft. with the facilities available in Mouza - Siti, C.S. & R.S. Dag No. 622, L.R. Dag No. 539 (Part), Khatian No. 984, C.S. & R.S. Dag No. 623, Khatian No. 744, 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. 64,000.00 (Rupees sixty four thousand) only the full consideration money.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement and consideration thereof sum of Rs. 64,000.00 (Rupees sixty four 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 measuring 3 cottahs 2 chittacks 40 sq.ft 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. 622, 623 (Part), L.R. Dag No. 539 (Part) Danga, Khatian No. 984, 744, 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, butted, bouned, called knwon numbered described

(7)

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 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

12

(8)

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 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 further declares that the land hereby sold has not been is no charge lease, lien, lispensens 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

17

(9)

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 3 three Cottahs 2 two Chittacks 40 forty Sq.ft. = more or less 5.257 Decimals being Plot No. 32, being C.S. & R.S. Dag No. 622, 623 (Part), L.R. Dag No. 539 (Part) Danga, Khatian No. 984 and 744, 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. 31
On the South : Plot No. 33
On the East : 22 ft. wide Road.
On the West : Others land

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. Bevo brata Choudhury
of Badarait

2. Shyamal Krishna Krishna
24, Prince Park.
Kolkata - 700099

Smt. Aparna Paul,
Sri Alok Kumar Paul.
both represented by their legal counsel Attornies
and selves 1. Asoke Kumar Paul
2. Arup Krishna Paul

Vendor

Desire Agro Res & Development Pvt. Ltd.

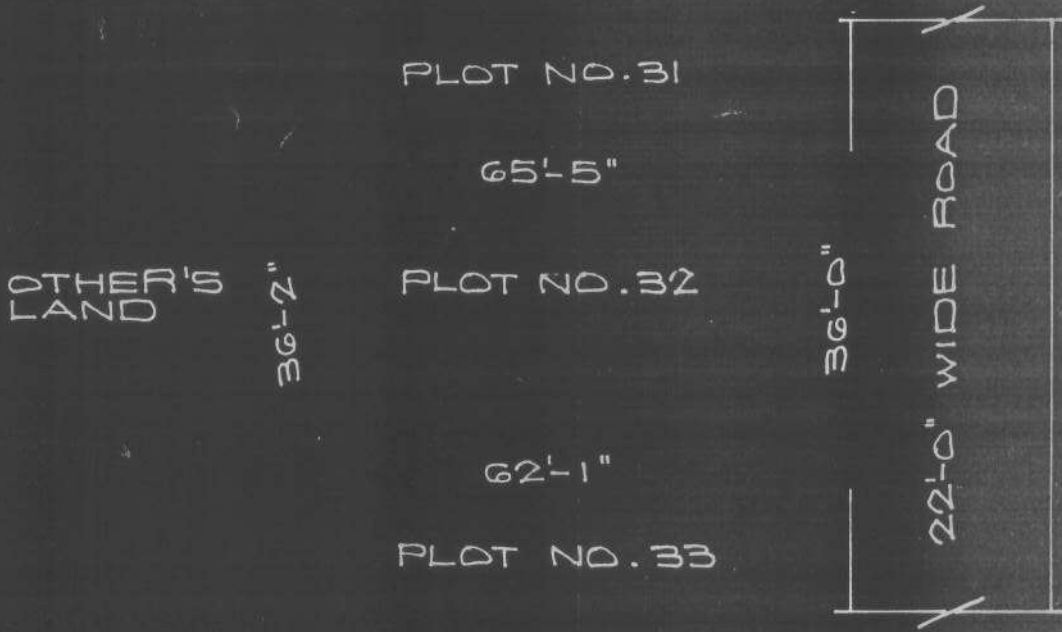
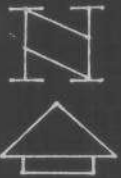
Confirming Party

Sanjay Kumar Shaw
Director

SITE PLAN FOR PLOT NO. 32 ,
OF 'UTTARYAN ' AT MOUZA : SITI ,
J.L.NO.101 , PART OF DAG NO. 622 , 623 ,
KHATIAN NO. 984 , 944 , P.S.BARASAT ,
DISTRICT. NORTH 24 PARGANAS ,

AREA OF LAND : 3 K.02 CH.40 SFT.(MORE/LESS)
SOLD AREA AS SHOWN IN RED BORDER

SCALE : 20'-0" = 1"



DRAWN BY: S.DAS

(10)

MEMO OF CONSIDERATION

RECEIVED of and from the within named purchaser within mentioned sum of Rs. 64,000.00 (Rupees Sixty four thousand) only being the full amount of the consideration money as per memo below :

By Cash/Cheque Rs. 64,000.00

(Rupees Sixty four thousand only)

WITNESSES :

1. *Sevabanta Choudhury*
of *Badarait*

2. *Shyamal Krishna Kistania*
21, *Poince Park*,
Kotkata - 700099

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

Laser Setter :

Amitava Bose

Smt Aparna Paul.
Sri Alok Kumar Paul.

both represented by their legal lawful Attornies
and selves 1. Asoke Kumar Paul

2. *Arup Kr. Paul*
Vendor

Desire Agro Res & Development Pvt. Ltd.

Confirming Party

Sanjay Kumar
Director