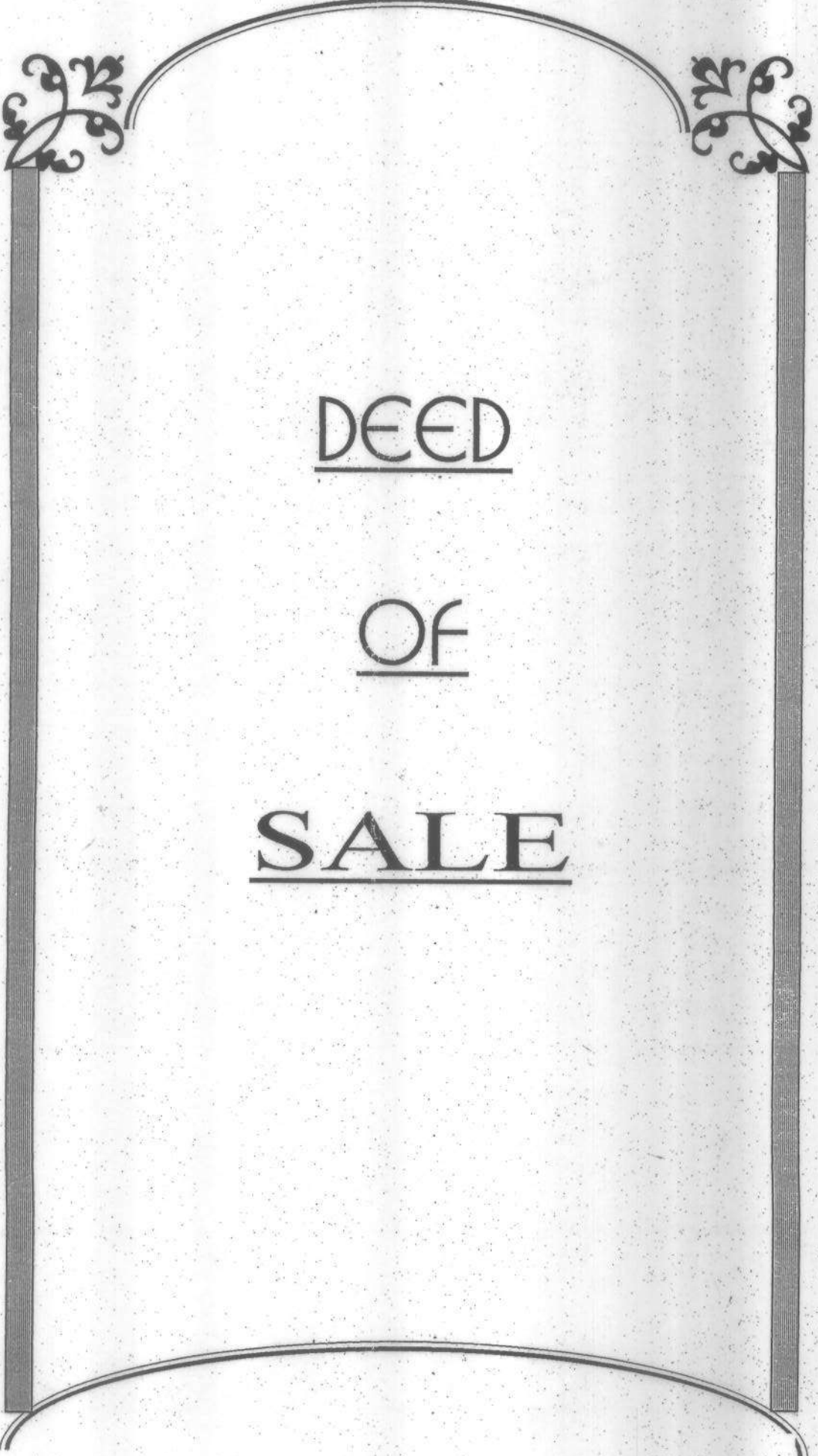


X 01269

Q 5573



DEED

OF

SALE



1258  
21/2/03

4000  
250  
A 250

01/02 23  
Admissible under Rule 21 & also  
w.s. (1) of W. S. L. R. Act 1985  
Stamp Duty Under the Indian  
Stamp Act 1902 Subsequently  
amended Schedule I.A. No. ....  
Fees Paid. Rs 2572/-  
Rs 281/-  
Rs 241/-  
Rs 71/-

Deposit Stamp duty of Rs 250/-  
has been realized on 21.02.03  
Super Banker's Cheque  
Bank Draft No. 433535  
Date 19.02.03 of S. B. S. Barasat  
D. S. R. - II  
Barasat, North 24 Parganas  
21.02.03

**DEED OF SALE**

Registrar s/s I (B)  
North 24-Parganas  
D. S. R. - II

611-2 Valued at Rs. 53,000.00  
(Rupees Fifty three thousand) Only

Registrar s/s I (B)  
North 24-Parganas  
D. S. R. - II

21 FEB 2003

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

**BETWEEN**

**JIBANANANDA PAUL**, Son of Late Krishna Lal Paul, by faith - Hindu, by occupation - Business, 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**, both sons of late Nityananda Paul, both residing at Siti, P.O. Kazipara, P.S. Barasat, District - North 24 Parganas, both by faith - Hindu, both by occupation - Business.

Sale  
53000

A 572  
E 7  
1128  
A

611-2  
District Sub-Registrar  
North 24 Parganas, Barasat  
3872 501  
19361



Market value issued Rs. 40,400/-  
 Deficit Stamp Duty of Rs. 26,400/- + 1,000/-  
 has been realised on 31-3-06  
 as per Banker's Cheque 31-3-06  
 Bank Draft No. 71828 + 971822  
 Date ..... of 31-3-06  
 (2) 31-3-06 U. D. R. - II  
 Barasat, North 24 Parganas

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

**AND**

**UTTAM 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,



( 3 )

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-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,



(-4-)

purchase the land by a registered Deed of Sale, dated 11.6.58 registered at the office of the A.D.S.R. Barasat, recorded as Book No. I, Volume No. 63, pages 213 to 216, Being No. 6112, Land of C.S. & R.S. Dag No. 546, L.R. Dag No. 539/1430 (Danga) of Khatian No. 202, L.R. Khatian No. 600 of Mouza - Siti, J.L. No. 101, Pargana - Anowarpur, P.S. and A.D.S.R. Office Barasat, District - North 24 Parganas from Fakir Chand Mondal, son of Bilat Ali Mondal, residing at Bara, P.S. Barasat, District - North 24 Parganas.

AND WHEREAS by virtue of the aforesaid Deed the said Fakir Chand Mondal 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

( 5 )

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 Purchaser herein has response of the offer agreed purchase and the Vendor agreed to sell the said Plot No. 14 comprised in area of land 3 cottahs 10 chittacks 18 sq.ft. with the facilities available in Mouza - Siti, C.S. & R.S. Dag No. 546, L.R. Dag No. 539/1430 (Danga), Khatian No. 202, L.R. Khatian No. 600, 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. 53,000.00 (Rupees fifty three thousand) only the full consideration money.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement and in consideration thereof sum of Rs. 53,000.00 (Rupees fifty three 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

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( 6 )

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 10 chittacks 18 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. 546, L.R. Dag No. 539/1430 (Part) Danga, Khatian No. 202, L.R. Khatian No. 600, 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 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 conditions 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 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 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 10 ten Chittacks 18 eighteen Sq.ft. = more or less 6.033 Decimals being Plot No. 14, being C.S. & R.S. Dag No. 546 (Part), L.R. Dag No. 539/1430 (Danga), Khatian No. 202, L.R. Khatian No. 600 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 : Others Land  
On the South : 30 ft. Wide Road.  
On the East : Plot No. 15  
On the West : 22 ft. wide Road.

SITE PLAN FOR PLOT NO. 14 ,  
OF 'UTTARYAN' AT MOUZA: SITI ,  
J.L.NO.101 , PART OF DAG NO.546 ,  
KHATIAN NO.202 , P.S.BARASAT ,  
DISTRICT . NORTH 24 PARGANAS ,

AREA OF LAND : 3 K. 10 CH. 18 SFT. (MORE/LESS)  
SOLD AREA AS SHOWN IN RED BORDER  
SCALE : 20'-0" = 1"



DRAWN BY : S.DAS

Laser Setter :

Amitava Bose

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. *Bevabrata Ghosh*  
of Badarait

2. *Shyamal Krishna Kestania*  
21, Prince Park,  
Kotkata - 700099

*Tilonanda Paul*  
being represented by his lawful and legal  
Attorney 1. *Asoke Kumar Paul*  
2. *Arup Kumar Paul*

Vendor

Desire Agro Res. & Development Pvt. Ltd.

Confirming Party

*Sanjay K. Shaw*  
Director

MEMO OF CONSIDERATION

RECEIVED of and from the within named purchaser within mentioned sum of Rs. 53,000.00 (Rupees Fifty Three thousand) only being the full amount of the consideration money as per memo below :

By Cash/Cheque ..... Rs. 53,000.00  
(Rupees Fifty Three thousand)

WITNESSES :

1. *Bevabrata Ghosh*  
of Badarait

2. *Shyamal Krishna Kestania*  
21, Prince Park  
Kotkata - 700099.

*Tilonanda Paul*  
being represented by his lawful and legal  
Attorney 1. *Asoke Kumar Paul*  
2. *Arup Kumar Paul*

Vendor

Desire Agro Res. & Development Pvt. Ltd.

Confirming Party

*Sanjay K. Shaw*  
Director

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