

### পশ্চিমৰ্বজ্ঞা पश्चिम बंगाल WEST BENGAL

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Certify that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this documents are the part of this document.

ict Sub-Registrar Bidhannagar, (Sall Lake Cily) 2 8 APR 2010

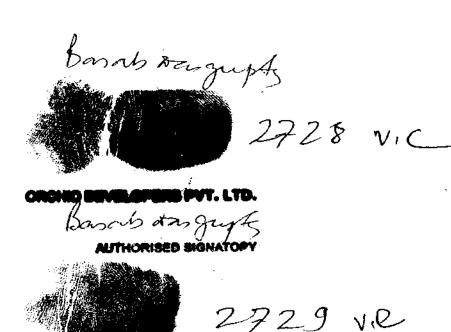
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### SALE DEED

THIS SALE DEED is made this **26** day of April, Two Thousand and Ten. **BETWEEN ILIYAS ALI MANDAL** alias **ILIYAN MANDAL**, son of late Entaj Ali Mandal, by cast Musilim, by occupation farmar, residing at Darga Tala, Vill. - Basina, under Rajarhat Bishnupur 2 No. Gram Panchayet, Rajarhat, North 24 Parganas, Pin Code - 700135, hereinañer referred to as "**THE VENDOR**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART** 

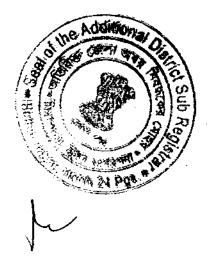
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· RAJIB DUTTA Rajil shilo Sto Ramen Dully LB- 9/14, Amorebali Aswiningen Angrisoti, K Mkal5-700059.



Addl. District Sub-Registrat Bidhannagar, (Salt Lake Gily)

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**AND M/S. ORCHID DEVELOPERS PVT. LTD**, a Private Limited company duly registered and incorporated under the provisions of the Companies Act. 1956, and having its registered office at 9-12, Lalbazar Street, 3rd Floor, C – Block, Kolkata – 700 001, represented by Sri. Basab Dasgupta hereinafter referred to as "**THE PURCHASER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successors-in-interest and assigns) of the **SECOND PART**.

WHEREAS in the Records of Revisional Settlement, one Entaj Ali Miyan alias Entaj Mandal, son of Late Kedar Mandal, was rayat and in possession of all that piece and parcel of land admeasuring an area of 5.25 Decimal in R.S. Dag No. 942, under R.S. Khatiyan No. 236, Mouza Basina, J.L. No. 31, under Rajarhat Bishnupur 2 No. Gram Panchayet, P.S. Rajarhat, District North 24 Parganas.

AND WHEREAS the said Entaj Mandal died intestate leaving behind his only surviving son namely Illiyas Ali Mandal as his only legal heir and representative and thus said Illiyas Ali Mandal become the sole and absolute owner of all the estate left by the said Entaj Mandal, since deceased, as per Muslim Personal Law.

AND WHEREAS in the Records of Right prepared under the West Bengal L.R. Act, the said Illiyas Ali Mandal, the Vendor herein has duly recorded his name in respect of the land on L.R. Dag No. 942 under L.R. Khatiyan No. 191, Mouza Basina, J.L. No. 31, under Rajarhat Bishnupur 2 No. Gram Panchayet, P.S. Rajarhat, District North 24 Parganas, where L.R. Dag No. 942 has been shown as undivided 7500 share, i.e., 5.25 Decimal (satak) out of 7 Decimal (satak) of land has been duly recorded in the name of said Illias Ali Mandal. **AND WHEREAS** in the manner aforesaid the vendor herein has become the Owner of ALL THAT piece and parcel of land admeasuring 5.25 Decimal (satak) equal to 3 Cottahs 2 Chittaks 40.9 sq.ft out of 7 Decimal (satak) be the same a little more or less lying and situated in Mouza Basina, J.L. No. 31, L. R. Dag No. 942, under L.R. Khatiyan No. 191, classified as Sali land, under Rajarhat Bishnupur 2 No. Gram Panchayet, P.S. Rajarhat, District North 24 Parganas, hereinafter referred to as the **SCHEDULE** property and is in the peaceful possession and/or occupation of the same and enjoying the absolute right, title and interest thereof free from all encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts and dues whatsoever without any interference and disturbance of any manner whatsoever from any corner whatsoever.

**AND WHEREAS** since then the said Illiyas Ali Mandal have been in exclusive khas, physical possession and enjoyed the said property, measuring an area of 5.25 Decimal (satak) equal to 3 Cottahs 2 Chittaks 40.9 sq.ft without any hindrance or interference by any body and paying Govt. rent for his aforesaid property.

**AND WHEREAS** the entire schedule land is in the khas possession of the Vendor and no portion in any manner whatsoever is under BHAGCHASE.

**AND WHEREAS** the total area of schedule land never exceeds the maximum ceiling permitted under the Estate Acquisition Act.

**AND WHEREAS** there is no proceeding pending or even been initiated in connection the levy under Article 226 of the Constitution of India in the Hon'ble High Court at Calcutta.

**AND WHEREAS** the land was never subject of any proceeding under the Bengal Restoration of Alienated Land Act (Act XXIII of 1937) or the West Bengal Acquisition and Settlement of Homestead Land Act (W.B. Act XV of 1969).

**AND WHEREAS** the schedule land is not affected in case of transfer of land by a member of the scheduled Tribes without the permission of the Revenue Officer (chapter 11A of the W.B. Land Reforms Act, 1955).

**AND WHEREAS** the said land or any part thereof is not attached in any proceeding including certificate proceeding started by or at the instance of income Tax, Wealth Tax or Gift Tax authorities or Department or Departments under the provisions of the Public Demand Recovery Act.

AND WHEREAS the Vendor has not received any notice of acquisition or requisition of the Property described in the schedule below.

AND WHEREAS no notice issued under the Public Demand and Recovery Act nor has been served on the Vendor, nor any such notice has been published.

**AND WHEREAS** the Owner/Vendor herein has agreed to sell and the Purchasers has agreed to purchase ALL THAT piece or parcel of lands i.e. containing by measurement an area of 5.25 Decimal (satak) equal to 3 Cottahs 2 Chittaks 40.9 sq.ft **out** of 4 Cottahs 3 Chittacks and 39.5 square feet equivalent to 7 Decimal (Satak) be the same a little more or less situate in Mouza Basina, J.L. No. 31, Re. Sa. No. 53; Touzi No. 37, R.S. Dag No. 942 under R.S. Khatian No. 236, corresponding to L.R.Dag Nos. 942 under L.R. Khatian Nos. 191, classified as 'Sali', P.S. Rajarhat, District North 24-Parganas, within the jurisdiction of the Additional District Sub-Register, Bidhannagar, Salt Lake City being the **SCHEDULE** property hereunder written at or for a total consideration of Rs. 2,70,000/- (Rupees Two Lac Seventy Thousand) only, the said Schedule property is free from all encumbrances, attachments, liens and lispendens whatsoever on the terms and conditions mentioned hereinafter.

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of Rs. 2,70,000/- (Rupees Two Lac Seventy Thousand) only paid by the Purchaser herein to the Owner/Vendor herein at or before the execution these presents, the receipt whereof the Owner/Vendor herein do hereby admit and, acknowledge by the instant paragraph and also by a memorandum of consideration hereunder written and/or given and of and from the same and every part thereof acquit, release, exonerate discharge the Purchaser, its successors, successors-in-interest and assigns the said property do hereby grant, transfer, convey, assign and assure forever to the Purchaser, her legal heirs, heiresses, representativés, executors and assigns free from allencumbrances, charges, liens, lispendenses, demands, claims, attachments, hindrances, debts and adverse claims whatsoever ALL THAT the SCHEDULED property OR HOWSOEVER OTHERWISE the said property and land and any part thereof now are or is or at any time heretofore was situated butted bounded called, known, numbered, described or distinguished TOGETHER WITH all the yards, areas, house, out house, drains, water courses, ways, paths, passages, rights, lights, advantages, easements, privileges, emoluments appendages and appurtenances WHATSOEVER to the said property and

land or any part thereof belonging or in anywise appertaining or usually held or enjoyed therewith or reputed to belong to or be appurtenances thereto and all the estates, interests, claims and demands whatsoever of the Vendors at law and in equity into, upon, over and concerning the said property or any part thereof AND ALL the reversion or reversions, remainder or remainders, issues and profits there-from hereby granted or expressed or intended so to be unto and to the use of the Purchaser, its successors, successors-ininterest and assigns absolutely forever TOGETHER WITH ALL the writings whatsoever exclusively relating to or concerning the said property hereby granted, conveyed, transferred, alienated, granted and handed over which now are or hereinafter shall or may be in the custody, power, control, possession of the Vendors or any other person and persons from whom he may procure the same without any action or suit and TC HAVE AND TO HOLD the said property and every part thereof hereby granted, conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser absolutely and forever free from all encumbrances, charges, attachments, liens, lispendens, debts, attachments, hindrances and adverse claims AND THAT NOTWITHSTANDING any act, deed, matter or thing whatsoever by the Owners/Vendors or his ancestors or predecessors-in-title made, done or executed or knowingly suffered to the contrary the Owners/Vendors are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property hereby granted and conveyed or intended so to be unto and to the. Purchaser absolutely and for ever free from all encumbrances charges attachments liens lispendens and adverse claim AND THAT NOTWITHSTANDING any act, deed, matter or thing whatsoever by the Vendors or their ancestors or predecessors in title made, done or

executed or knowingly suffered to the contrary and the Vendors are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property hereby granted and conveyed or intended so to be for a perfect and indefeasible estate of inheritance without any condition, use, trust or other thing whatsoever to alter encumber or make void the same AND THAT NOTWITHSTANDING any such act, deed, matter or thing whatsoever aforesaid the Owners/Vendors have good right, full power and absolute authority and indefeasible right, title and interest and well and sufficiently entitled to grant, transfer, convey, assign and assure the said property hereby, granted and expressed so to be unto and to the use of the Purchasers in the manner aforesaid and the Purchasers, their legal heirs, heiresses, representatives, executors and assigns shall and may at all times hereafter peaceably and quietly possess and enjoy the said property in the manner aforesaid without any lawful eviction, interruption, claim or demand from and by the Owners/Vendors or any person or persons lawfully and equitably claim under or in trust for the Owners/Vendors or his ancestors a predecessors-in-title and also free from all encumbrances, charges, attachments, liens, lispendens, adverse claims, debts and hindrances whatsoever made or suffered by the Owners/Vendors, their ancestors or predecessors-in-title AND FURTHER the Owners/Vendors covenant with the Purchasers, their legal heirs, heiresses, representatives, executors and assigns that the said property or any part thereof have not been affected by any attachment, notice or declaration or notices for acquisition or requisitions or any scheme of the Government of India or the Government of West Bengal or any Metropolitan Development Authority or any Improvement Trust or the Rajarhat-Bishnupur 2 No. Gram Panchayet AND the Owners/Vendors and all person under them shall

and will from time and at all times hereafter at the request and costs of the Purchaser, her legal heirs, heiresses, representatives, executors and assigns do and execute or cause to be done and executed such acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said property unto and to the use of the Purchasers, its successors, successors-in-interest and assigns at all reasonable times upon prior notice and at the costs of the Purchasers and persons claiming under him and the Owners/Vendors shall take all reasonable steps and execute and register all relevant documents relating to the said property hereby conveyed AND ALSO FURTHER the Vendors inconsideration of the Purchaser having purchased the said property on the assurance and guarantee of the Vendors as to protection and indemnity against any possible claim by any persons if he/she/they are discovered to be still alive or became the owner of the schedule property, the Vendors do hereby and hereunder agree to indemnify and at all times keep indemnified the Purchasers and her heirs, executors, administrators and representatives and also estate against all such possible claims or demands made or any actions and proceedings, if any commenced by persons claiming through or under them in respect of the said schedule property and also against all costs, charges and expenses for defending any such claim, action or proceedings.

# AND THE VENDORS DO HEREBY COVENANT WITH THE PURCHASERS as follows:

 That the Vendors has good right, full power and absolute authority to convey the said property unto and to the use and benefit of the Purchaser/s herein in the manner aforesaid.

- 2. That the Purchaser for all times hereafter peacefully and quietly enter upon or occupy or hold or possess and enjoy the said property for her own use and benefits.
- 3. That the Purchasers shall hold the said property free and clear and freely and clearly and absolutely acquitted, exonerated and forever released and discharged by the Vendors herein.
- 4. That Vendors shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, conveyances for the better and more perfectly and absolutely granting the said property and every part thereof hereby conveyed unto and to the use and benefit of the Purchaser in the manner aforesaid as by the Purchaser shall be reasonably required.
- 5. The Vendors do hereby certify that there are no Bargadar in the Schedule property.
- 6. The Vendors do hereby certify that the said property, under SCHEDULE is not a Government land and nor vested, requisitioned and by any authority whomsoever and independent of Land Ceiling id not belonging to any Trust, and not a Temple, Mosque or Church property and in all manner absolutely free from all encumbrances.

### THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land containing by admeasuring an area of 5.25 Decimal (satak) equal to 3 Cottahs 2 Chittaks 40.9 sq.ft **out** of 7

Decimal equivalent to 4 Cottahs 3 Chittacks and 39.5 square feet be the same a little more or less situate in Mouza Basina, J.L. No. 31, Re. Sa. No. 53; Touzi No. 37, R.S. Dag No. 942 under R.S. Khatian No. 236, corresponding to L.R. Dag Nos. 942 under L.R. Khatian Nos. 191, classified as 'Sali', P.S. Rajarhat, District North 24-Parganas, within the ambit of ADSR Bidhan Nagar, Salt Lake City.

Which is butted and bounded as follows and delineated in RED mark in the plan annexed herewith which shall be part of this deed:-

ON THE NORTH	:	L.R. Dag No. 944
ON THE SOUTH	:	L.R. Dag No. 960
ON THE EAST	:	L.R. Dag No. 943
ON THE WEST	:	L.R. Dag No. 941

WITNESS WHEREOF the parties have subscribed their hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the Vendor in the presence of :-

### WITNESSES:

1. Ravis sitti 2. Sina juttender

VENDOR

### SIGNED, SEALED AND DELIVERED

by the Purchasers in the presence of:-WITNESSES:

1. Raine Dults 2. Suro juirmondor

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PURCHASER

DHRIII Advocate High Class. Kolken 343 34 of 200

### RECEIPT

Received a sum of Rs.2,70,000/- (Rupees Two Lac Seventy Thousand) only being the full and final consideration hereof from the within-named purchaser on the date, month and year first above written in the manner as per the memorandum hereunder:

### MEMORANDUM OF CONSIDERATION

Date

Bank

Amount

2,70,000.00

(Rupees Two Lac Seventy Thousand) only

menen show Yor Slofon Witnesses :

Branch

1. Rojil All --B-9/14 Amarabadi, Kal-59

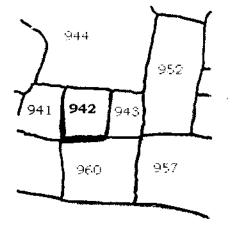
Cheque/Cash

2. Sura-juilloclar Basternas

VENDOR

Site Plan of Mouza : BASINA, J.L. No. - 31, L.R. Dag No. 942, L.R. Khatiyan No. 191, <u>P.S. - Rajarhat, Dist. - North 24 Parganas</u>

Total Area of Land in L.R. Dag No. 942 = 7 Decimal Land Purchased (Undivided 7500 share) = 5.25 Decimal



Wor store

Signature of Vendor

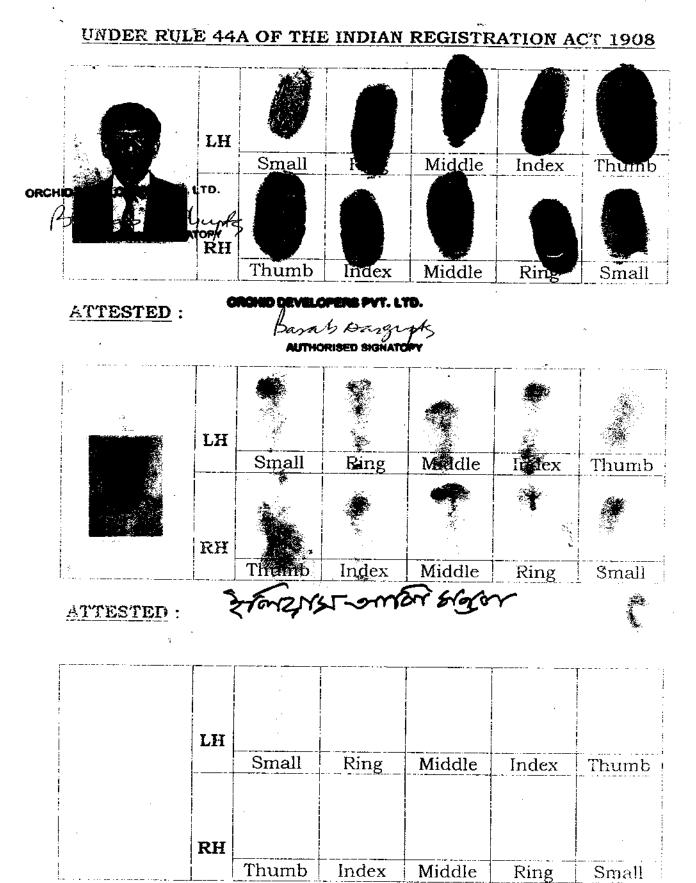
ORCHID DEVELO basab pashup AUTHORISED SIGNATOPY

Signature of Purchaser

### VENDOR

ILLIYAS ALI MANDAL Má Darga Tala, Mouza : Basina Vill. : Basina Gram Rajarhat Bishnupur 2 No. Gram Panchayet Rajarhat, North 24 Parganas Pin Code - 700135

M/S ORCHID DEVELOPERS PVT.LTD. 9-12 Lal Bazar Street Block - 'C', 3<sup>rd</sup> Floor et Kolkata - 700 001



**ATTESTED** :



### **Government Of West Bengal** Office Of the A. D. S. R. BIDHAN NAGAR District:-North 24-Parganas

### Endorsement For Deed Number : I - 04278 of 2010

(Serial No. 04447 of 2010)

### On 26/04/2010

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

Presented for registration at 19.40 hrs on :26/04/2010, at the Private residence by Basab Dasgupta .Claimant.

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

Execution is admitted on 26/04/2010 by

- 1. Iliyas Ali Mandal Alias Iliyan Mandal, son of Lt Entaj Ali Mandal . Darga Tala, Village: Basina, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700135 , By Caste Muslim, By Profession : ----
- Basab Dasgupta

Authorised Signatory, M /s Orchid Developers Pvt Ltd, 9- 12 Lalbazar St, 3rd Floor C- Block, Kolkata, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 . , By Profession : ---

Identified By Rajib Dutta, son of Ramen Dutta, L B -9/14 Amarebati, Aswininagar, Baguiati, Kolkata District:-North 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700059 , By Caste: Hindu, By Profession: -

> (Rajendra Prasad Upadhyay) ADDITIONAL DISTRICT SUB-REGISTRAR

#### On 28/04/2010

# Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule FA, Article number : 23,4 of Indian Stamp Act 1899, also under section 5 of West Bengal Land Reforms Act. 1955; Court fee stamp paid Rs.10/-

#### Payment of Fees:

Fee Paid in rupees under article : A(1) = 4400/- ,E = 14/- on 28/04/2010

# Certificate of Market Value(WB PUVI rules of 2001)

which is the subject matter of the deed has been Certified that the market value assessed at Rs.-400907/is Rs.- 20065 /- and the Stamp duty paid  $\oplus$ Certified that the required start duty Impresive Rs.- 100/-Б

#### Deficit stamp duty

Deficit stamp duty Rs. 20065 received on 28/04/2010

010State Bank of India, DALHOUSIE SQUARE. Mannager. No

( Rajendra Prasad Upadhyay ) ADDITIONAL DISTRICT SUB-REGISTRAR

Addl. District Sub-Registr Bidhannagar, (Salt Lake City)

( Rajendra Prasad Upadhyay )

ADDITIONAL DISTRICT SUB-REGISTRAR Bioliannagar, (Salt Lake City) 2 8 APR 2010 EndorsementPage 1 of 1

PROVIDENT OF STATE