06410 1-06471

भारतीय गैर न्यायिक

पचास रुपये रु.50

FIFTY RUPEES Rs.50

INDIA NON JUDICIAL

पश्चिमबंगा पश्चिम बंगाल WEST BENGAL E-939355

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.

Addl. District Sub-Registrar
Bidhan Nagar (Salt Lake City)
23 JUN 2010

THIS INDENTURE made this 22nd day of June, Two Thousand Ten BETWEEN **SMT CHANDRA GHOSH** wife of Shri Madan Ghosh by faith Hindu by occupation Housewife and residing at Chhota Chandpur ; P. S. Rajarhat ; Distsrict – North 24 Parganas (hereinafter referred to as the "**VENDOR**") (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, Legal representatives and/or Assigns) of the ONE PART AND **BISWANATH ALUNI GHOSH** son of Late Bulla Krishna Aluni Ghosh by faith Hindu by occupation Cultivation and of Narayanpur ; P. S. Rajarhat ; District North 24 Parganas (hereinafter referred to as the "**CONFIRMING PARTY**") (which expression shall unless excluded by or repugnant to the

v/c No. 01756

Deed No - 951 9 Satak

36 300

Sold to.....
Address: 6 ...
1 8 JUN 2010
Valu: 500
L.E.V.
Sub. Court, A.L.

ORCHID DEVELOPERS PVT. LTD
Sandeep Kumar Kejriwal
DIRECTOR

V.C 4181

V.C 4182

Seal of the Additional District Sub Registrar
Bidhannagar, North 24 Pgs.

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Bidhan Nagar (Salt Lake City)

subject or context be deemed to mean and include his heirs, legal representatives, executors, administrators and/or assigns) of the SECOND PART AND **M/S. ORCHID DEVELOPERS (PRIVATE) LIMITED,** a Company incorporated under the Companies Act, 1956 and having its Registered Office at No.9/12, Lal Bazar Street, Kolkata – 700 001 (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 successor or successors in office and/or assigns) of the THIRD PART .

WHEREAS it has been represented to and assured by the Vendor and the Confirming party to Shri Sandeep Kejriwal one of the Directors of the purchaser as follows :-

(a) That by virtue of a Registered Deed of Conveyance dated 14.12.1948 made between one Bimal Krishna Bhattacharjee therein named as vendor and Taher Ali Mondal, Alkas Mondal and Khalil Mondol all sons of Mohammad Hossain Mondal alias Hussein Mondal therein jointly named as purchasers and registered before the Sub-Registry Office, Cossipore Dum Dum, in Book No. 1, Volume No. 63 ; Pages 248 and 249 ; Being Deed No. 3918 for the year 1948 , the said Bimal Krishna Bhattacharjee sold transferred conveyed and delivered unto and in favour of the said Taher Ali Mondal and 2 brothers (each having undivided 1/3rd share therein) for valuable consideration ALL THAT the divided and demarcated 26 Satak of land out of total 55 Satak Land comprised in Mouza – Basina ; J. L. No. 31 ; Revenue Survey No. 53 ; Touzi No. 37 ; C. S. Khatian No. 92 ; R. S. Khatian No.483 ; L. R. Khatian No. 420 ; C. S. Dag No. 602 corresponding to R. S. Dag No. 951 (hereinafter referred to as the "said plot") ;

(b) The said Taher Ali Mondal, Alkas Mondal and Khalil Mondal subsequently after purchase of the said plot as aforesaid, divided the said plot in three parts whereby the said Alkas Mondal was allotted 9 Satak of land little more or less in the Eastern side of the said plot and the remaining 17 Satak of land was allotted unto and in favour of his

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other two brothers namely Taher Ali Mondal and Khakl Mondal respectively ;

(c) By virtue of the aforesaid division and/or partition, the said Alkas Mondal became sole and absolute owner and seized and possessed of and otherwise well and sufficiently entitled to ALL THAT the said divided and demarcated Eastern portion of the said plot measuring 9 Satak little more or less (equivalent to little more or less 1/3rd share in the said plot) ;

(d) By virtue of another Registered Deed of Conveyance dated 5.4.1956 made between the said Alkas Mondal therein named as seller of the one part and Biswanath Aluni Ghosh son of Late Butta Krishna Aluni Ghosh, the confirming party herein and therein named as purchaser of the other part and registered before the Sub-Registry Cossipore Dum Dum , in Book No. 1 ; Volume No. 53 ; Pages 198 to 199 ; Being No. 3467 for the year 1956, the said Alkas Mondal for valuable consideration sold, transferred, conveyed and delivered unto and in faovur of the said Biswanath Aluni Ghosh ALL THAT the said divided and demarcated 9 Satak little more or less of land (equal to more or less 1/3rd share in the said plot) situate in the Eastern side of the said plot ;

(e) Certain disputes and differences arose between Biswanath Aluni Ghosh and heirs of Taher Ali Mondal and others with regard to holding and possession of the portion of the said plot and accordingly a suit being Title Suit No. 131 of 1989 (Biswanath Aluni Ghosh –Vs- Jasina Bibi & Ors.) was filed by the said Biswanath Aluni Ghosh against the said Jasina Bibee & others in the Court of Civil Judge , Junior Division First Court, Barasat interalia for declaration and injunction which Title suit was on or about 20th May, 2005 finally decreed in favour of the said Biswanath Aluni Ghosh interalia declaring that the said Biswanath Aluni Ghosh is the sole and absolute owner of 1/3rd share (more or less 9 Satak of land) of the said plot situate in the Eastern side

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thereof and who until the time hereinafter possessed the same by cultivation ;

(f) The said Biswanath Alum Ghosh the Confirming party abovenamed since then and until the time hereinafter stated as such held and enjoyed the said 9 Satak of land (little more or less) (being the 1/3rd share little more or less in the said land) situate in the Eastern side of the said plot ;

(g) On or about 5th January, 2007, the said Biswanath Alum Ghosh as such absolute owner of the said divided and demarcated more or less 9 Satak of land situate in the Eastern side of the said plot granted a Power of Attorney duly registered before The Additional District Sub-Registrar, Bidhan Nagar North 24 Parganas in Book No. 4 ; C. D. Volume No. 1 ; Pages 5558 to 5565 ; Being No. 00707 for the year 2007 interalia empowering one Madan Ghosh to deal with ALL THAT the said divided and demarcated portion of the said plot (Sali land) containing by estimation an area of about 9 Satak of land be the same a little more or less (equal to more or less 1/3rd share) situate on the Eastern Side of the said plot (which said plot is measuring 26 Satak of land out of 55 Satak of land) and comprised in C. S. Dag No. 602 corresponding to R. S. Dag No. 951 ; situate and lying at Mouza – Basina ; J. L. No. 31 ; Revenue Survey No. 53 ; Touzi No. 37, under C. S. Khatian No. 92 ; R. S. Khatian No. 483 ; L. R. Khatian No. 420 ; P. S. Rajarhat in the District of North 24 Parganas shown and delineated in Red in the map or plan annexed hereto and more particularly described in Schedule 'A' hereunder written (hereinafter referred to as the "said property") . The said Power of Attorney has not been revoked by the confirming party ;

(h) By virtue of a Registered Deed of Conveyance dated 5.3.2007 made between the vendor herein therein named as purchaser and the confirming party herein therein named as vendor represented by his said Power of Attorney holder Sri Madan Ghosh and registered before

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Bidhan Nagar (Salt Lake City)

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the Additional District Sub Registrar Office Bidhan Nagar (Salt Lake City) in Book No. I ; C. D. Volume No. 1 ; Pages 14942 to 14952 ; Being No. 00693 for the year 2009, (hereinafter referred to as the said "Deed of Conveyance") the said Biswanath Alum Ghosh for the consideration mentioned in the said Deed of Conveyance dated 5.3.2007 sold transferred , conveyed and delivered unto and in favour of the vendor herein ALL THAT the said property more fully described in Schedule 'A' hereunder written free from all encumbrances, charges, lispendens, attachment, claim demand, interruption, disturbance, hindrance Trust and all other liabilities whatsoever and since then the vendor herein is seized and possessed of and otherwise well and sufficiently entitled to ALL THAT the said property morefully described in Schedule 'A' hereunder written as sole and absolute owner thereof ;

(i) In as much as the said Deed of Conveyance was executed and registered by the said Shri Madan Ghosh as Power of Attorney Holder of the confirming party herein in favour of his wife the vendor herein, the said Biswanath Ghosh at the request of the purchaser herein has agreed to join these presents as confirming party in order to ratify and confirm the said sale by the said Shri Madan Ghosh in favour of his wife the vendor herein ;

(j) That the title of the vendor in respect of the said property is good clear and marketable and that the said property and all portions thereof are free from all encumbrances, charges, claim demand lispendens, interruption, disturbance, hindrance, attachment trust and/or all other liabilities whatsoever and that save and except the vendor herein no one else is entitled, authorized and/or empowered to deal with the said property in any manner whatsoever ;

(k) That neither the said property nor any part thereof is affected by the provisions of The West Bengal Thika Tenancy (Acquisition &

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Regulation) Act, 2001 or the erstwhile Calcutta Thika Tenancy (Acquisition & Regulation) Act, 1981 ;

(l) That there is no impediment of any nature whatsoever either under any law for the time being in force or otherwise by or under which the vendor is or may be prevented from selling or transferring or conveying the said property in favour of the purchaser herein ;

(m) That the said property is neither affected by any attachment including the attachment under any certificate case nor any proceedings have been started or pending at the instance of any other Government Authorities under the Public Demand Recovery Act or any other Acts whatsoever ;

(n) That neither the said property nor any portion thereof is affected by any notice or scheme of alignment of the local Municipality, Kolkata Metropolitan Development Authority or the Improvement Trust or the Government or any other Public Body or Authority whomsoever nor any notice of acquisition or requisition or alignment under any Act has been published or issued by any Government or Semi Government or Quasi Government Authorities .

(o) That the said property or any part thereof is not affected by or subject to any mortgage including mortgage by deposit of title deeds or anomalous mortgage under the Transfer of Property Act, nor with any charges or annuity, nor any right of residence nor maintenance under any testamentary disposition, settlement or other documents or under any law, nor by any trust resulting or constructive arising under any debutter name, benami transactions, or otherwise nor by any debutter, wakf, devpuja or devseva, nor any attachment including attachment before Judgment of any Court or Authority, nor any right of any person under any agreement or otherwise, nor any burden or obligation other than payment of Municipal Rates and Taxes , nor any

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অতিরিক্ত জেলা অবর নিবন্ধকের দপ্তর
বিধাননগর, উত্তর ২৪ পরগনা
Bidhannagar, North 24 Pgs.

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Bidhan Nagar (Salt Lake City)

22 JUN 2016

restrictive covenant or any pre-emption agreement or any other encumbrance of any kind whatsoever nor by any decree or order including any injunction or prohibitory order ;

(p) That the said property is not affected by any right of way, water, light, support, drainage or any other easement with any other property or portion of any such property ;

(q) That the said property or any part thereof is not affected by any partition wall, common wall, drain, ways, path or passages ;

(r) That after purchase of the said property as hereinbefore stated the vendor is in uninterrupted exclusive and peaceful possession of the said property as absolute owner thereof ;

(s) That the said property never vested in the Official Assignee or in the Receiver in Insolvency or any other Receiver ;

(t) That there is no legal bar or impediment or any other difficulty in the Vendor's selling the said property to the purchaser herein ;

(u) That no suit or appeal or any litigation is at present pending in any court by any person against the vendor or her predecessors in title relating to the said property or the said plot or any portion thereof ;

(v) That the said property is under the Vendor's Khas possession and that at present there is no bargadar or bhagchasi in the said property or any part thereof ;

(w) That the vendor first offered the said property to the other land owners of other adjacent plots and only upon their refusal to purchase

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the same, the vendor has approached the purchaser to purchase the said property ;

AND WHEREAS relying on the aforesaid representations made and assurances given by the Vendor to the Purchaser and believing the same to be true and correct and acting on faith thereof, the purchaser has agreed to purchase the said property more fully described in Schedule 'A' hereunder written from the Vendor absolutely and forever, free from all encumbrances, lispendens, trusts , attachment, claim, demands, charges and liabilities of whatsoever nature at or for a total consideration of Rs.7,00,000/- (Rupees Seven lacs) only ;

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of Rs. 7,00,000/- (Rupees Seven lacs) only of good and lawful money of the Union of India well and truly paid by the purchaser to the Vendor on or before the execution of these presents (the receipt whereof, the Vendor doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit, release and for ever discharge the purchaser as also the "said property" hereby conveyed and transferred), the vendor doth hereby indefeasibly grant sell transfer convey assign and assure unto the purchaser and the confirming party doth hereby confirm the sell of the said property by the Vendor in favour of the purchaser free from all encumbrances, charges, lispendens, trust, claim demands, liabilities and/or attachment whatsoever the said property more particularly described in Schedule 'A' hereunder written OR HOWEVER OTHERWISE the said property now is or at any time or times heretofore was or were situated butted bounded called known numbered described and distinguished TOGETHER WITH all structure yards, court yards, areas, garden, fences, path, wall , passages, ways and water connections as also, sewers, drains, ditches, hedges, bushes, easements, water, water courses and appurtenances whatsoever and the full benefits

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and advantages of the former and ancient and other light, right, liberties, easements, quasi easements, privileges, appurtenances, emoluments, appendages whatsoever relating to the said property more fully described in Schedule 'A' hereunder written and hereby granted, transferred , conveyed, assigned and assured or any part or portion thereof belonging or in any way appertaining or with which the same or any part thereof now is or at any time or times heretofore was usually held used occupied or enjoyed, accepted, deemed , taken or known as part, parcel or member thereof or reputed to belong or be appurtenant thereto AND all the reversion or reversions, remainder or remainders and the rent, issues and profits thereof and every part or portion thereof and all the estate right title interest inheritance use trust possession property claim and demand whatsoever both at law and in equity of the vendor and/or her ancestors or "predecessor in title" into and upon and in respect of the said property more fully described in Schedule 'A' hereunder written TOGETHER WITH all deeds pattahs muniments writings and other evidences of title whatsoever which in any way relate exclusively to the said property or any part thereof and which now is or at any time or times hereafter shall or may be in the control power possession or custody of the vendor or any person or persons from whom the vendor can or may procure the same without any suit or action at Law or in equity TO HAVE AND TO HOLD the said property more fully described in Schedule 'A' hereunder written and every portion thereof which is hereby sold granted transferred conveyed or expressed or intended so to be unto and to the use of the purchaser absolutely and for ever and free from all encumbrances, lispendens, trust, attachment, claim, demands, charges and liabilities whatsoever.

AND the Vendor doth hereby covenant with the purchaser as follows :-

(a) That notwithstanding any act deed matter or thing whatsoever heretofore done committed or knowingly suffered by the vendor to the contrary, the vendor is lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said property more fully

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described in Schedule 'A' hereunder written and hereby granted, conveyed transferred assigned sold and assured as absolute and indefeasible estate or an estate equivalent or analogous thereto and free from all encumbrances, lispendens, charges, demand trusts and/or attachment whatsoever ;

(b) That the vendor has full power and absolute authority and indefeasible right to grant convey transfer assign and sell the said property more fully described in Schedule 'A' hereunder written unto and to the use of the purchaser in the manner aforesaid and according to the true intent and meaning of these presents ;

(c) That it shall be lawful for the purchaser at all times hereafter peaceably and quietly to enter upon and to hold occupy possess and enjoy the said property and to receive the rent, issues and profits thereof without any lawful eviction interruption disturbance hindrance claim or demand whatsoever from of or by the vendor or from any person or persons having or lawfully or equitably claiming any estate right title and interest whatsoever in respect of the said property from under through or in trust for the vendor and that the purchaser shall be absolutely acquitted, exonerated and forever discharged or otherwise well and sufficiently indemnified or kept harmless against all charges and encumbrances whatsoever made done executed or occasioned by the vendor or her ancestors or "predecessors in title" ;

(d) AND FURTHER THAT the vendor and all persons having or lawfully or equitably claiming any estate right title or interest whatsoever in the said property or any part thereof from through under or in trust for the vendor or from or under her ancestors or predecessors in title shall and will from time to time and at all times hereafter at every request and cost of the purchaser do make acknowledge and execute or cause to be done made,

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acknowledged and executed all such further or other acts deeds things and assurances whatsoever for further better and more perfectly assuring the said property hereby sold transferred conveyed assigned or assured unto and to the use of the purchaser in the manner aforesaid as shall or may from time to time be required ;

(e) The vendor shall or will at all times hereafter at every request and cost of the purchaser, produce to the purchaser the deeds and writings which are in her custody or power evidencing the vendor's title to the said property and also furnish to the purchaser copies of or extract from the said deeds and/or writings ;

The confirming party doth hereby confirm the sale of the said property by the vendor herein in favour of the purchaser and in token of his confirmation, has joined these presents as Confirming Party.

The Schedule 'A' above referred to :-

ALL THAT the devided and demarcated portion of the plot (Sali land) containing by estimation an area of about 9 Satak of land be the same a little more or less (equal to more or less 1/3rd share of plot measuring 26 Satak of land) situate on the Eastern side of the plot and comprised in Mouza – Basina, J. L. No. 31 ; Revenue Survey No. 53 ; Touzi No. 37 ; under C. S. Khatian No. 92 ; R. S. Khatian No. 483 ; L. R. Khatian No. 420 ; C. S. Dag No. 602 ; R. S. Dag No. 951 ; P. S. Rajarhat in the District of North 24 Parganas and shown and delineated in Red in the Map or Plan annexed hereto and butted and bounded in the manner follows :-

North by – Balance portion of R. S. Dag No. 951 ;
South by – R. S. Dag No. 952 & R. S. Dag No. 954 ;
East by – R. S. Dag No. 950 & R. S. Dag No. 953 ; and
West by – Balance portion of R. S. Dag No. 951 ;

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OR HOWSOEVER otherwise the said property is know numbered described and/or distinguished.

IN WITNESS WHEREOF the vendor and the confirming party abovenamed have hereunto set and subscribed their respective hand and seal on the day month and year first above written.

SIGNED SEALED AND DELIVERED by the abovenamed VENDOR at Kolkata in the presence of :

Shyamal Ghosh
Narayanpur P.S. Air Port

SIGNED SEALED AND DELIVERED by the abovenamed CONFIRMING PARTY at Kolkata in the presence of :

Shyamal Ghosh
Narayanpur P.S. Air Port

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Amount

RECEIPT

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs.7,00,000/- (Rupees Seven lacs) only towards the part payment of the total Consideration money as per this Agreement for sale as per memo written herein below.

Rs. 7,00,000/-

Total Rs. 7,00,000/-

(Rupees Seven lacs) only.

MEMO OF CONSIDERATION

	Amount
By Cash (Rs. One Lac only)	1,00,000/-
By Cheque no. 019307 dated 22/09/09 to Mr MADAN GHOSH on behalf of CHANDRA GHOSH (W.L.F.)	1,00,000/-
By P.O 944264 dated 18/06/10 in the name of BISWANATH GHOSH alias BISWANATH ALUNI GHOSH (Confirming Party)	4,00,000/-
By Cash (Rs. One Lac)	1,00,000/-
(Rupees Seven lacs) only.	7,00,000/-

Witness :

Shyamal Ghosh

Vendor.

Drafted by :

Mr. N. K. Patra
Advocate

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Bidhannagar, North 24 Pgs.

Addl. District Sub-Registrar
Bidhan Nagar (Salt Lake City)

22 JUN 2010

SIGNATURE OF THE PRESENTANT/ EXECUTANT/SELLER/ BUYER/CAIMENT WITH PHOTO

UNDER RULE 44A OF THE I.R. ACT 1908

N.B. - LH BOX-SMALL TO THUMB PRINTS
R.H. BOX- THUMB TO SMALL PRINTS

LH.

RH.

ATTESTED :-

LH.

RH.

ATTESTED :-

LH.

RH.

Sandeep Kumar Kejriwal

ATTESTED :- Sandeep Kumar

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22 JUN 2010

Government Of West Bengal

Office Of the A. D. S. R. BIDHAN NAGAR
District:-North 24-Parganas

Endorsement For Deed Number : I - 06471 of 2010

(Serial No. 06410 of 2010)

On 22/06/2010

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

Presented for registration at 19.35 hrs on :22/06/2010, at the Private residence by Sandeep Kumar Kejriwal ,Claimant.

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

Execution is admitted on 22/06/2010 by

1. Chandra Ghosh, wife of Madan Ghosh , Choto Chandpur, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : House wife
2. Biswanath Aluni Ghosh, son of Lt Butta Krishna Aluni Ghosh , Narayanpur, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : Cultivation

Identified By Md Afsar Ali Molla, son of Lt Sovhan Ali Molla, Basina, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste: Muslim, By Profession: Business.

(Rajendra Prasad Upadhyay)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 23/06/2010

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, 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) = 7689/- ,E = 14/- on 23/06/2010

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.-700000/-

Certified that the required stamp duty of this document is Rs.- 35020 /- and the Stamp duty paid as: Impresive Rs.- 50/-

Deficit stamp duty

Deficit stamp duty Rs. 35020/- is paid15483021/06/2010State Bank of India, BIKASH BHVN GOVT CMPL, received on 23/06/2010

(Rajendra Prasad Upadhyay)
ADDITIONAL DISTRICT SUB-REGISTRAR

Seal of the Additional District Sub Registrar

Addl. District Sub-Registrar
Bidhan Nagar (Salt Lake City)
(Rajendra Prasad Upadhyay)

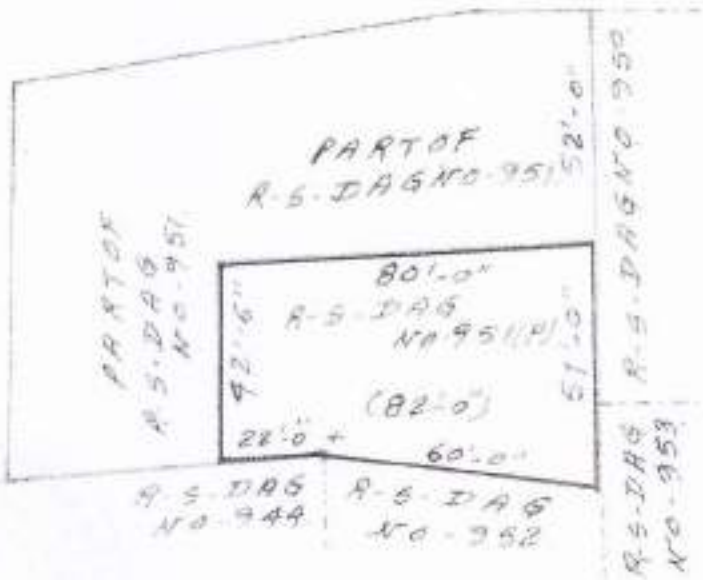
E PLAN PART OF R.S. DAG NO - 951. AT
MOUZA- BASINA J.L. NO 31. R.S. NO 53. & R.K.H.
NO - 420. P.S. RAJARHAT. DIST - 24 PARGANAS (N)
(UNDER RAJARHAT-BISHNUPUR II GRAM PANCHAYET)

VENDOR- SMT. CHANDRA GHOSH

VENDES

SCALE: 40' = 1" (IN)

N



SIG. OF VENDOR

AREA STATEMENT

R.S. DAG NO	DC.
951 (PART)	(1 0866)

(IN RED COLOUR)

15/6/2010

ANIL GHOSH

Plan Maker & Surveyor

Rajarhat, Chowmathaa

Kol-135

DRAWN BY

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Bidhannagar, North 24 Pgs.

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Bidhan Nagar (Salt Lake City)

12 JUN 2013

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 11
Page from 2122 to 2139
being No 06471 for the year 2010.

(Rajendra Prasad Upadhyay) 24-June-2010
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. BIDHAN NAGAR
West Bengal