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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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ne. cam 3810 at 22/10/08

24 OCT 2008

24 OCT 2008

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24/10/08

THIS DEED OF SALE is made on this 22nd day of October, 2008.

BETWEEN

TOTAN GHOSH son of Netai Chandra Ghosh , by occupation Business , residing at Village Basina, P.O. R. Bishnupur, Dist 24 Parganas North hereinafter called the **VENDOR** (which expression shall unless excluded by or repugnant to the context be deemed to include his legal heirs, successors executors administrators and representatives) of the **ONE PART**.

Totan Ghosh.

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ORCHID DEVELOPERS PVT

G.K. B...

DIN

86994

21 OCT 2008

10 Old Post Office St.
KOL-1

[Handwritten signature]

To Him Ghash



N.C

8481

To Him Ghash



N.C

DEVELOPERS PVT. LTD.

G.K. G...

DIRECTOR

Identified by me

Raj Raj

Advocate

10 Old Post Office St.

DEVELOPERS PVT. LTD.

Room No. 20D

Ground Floor

Kol-11

DIRECTOR



[Handwritten signature]
Additional District Registrar
Bangalore

21 OCT 2008

AND

2. SRI GOUTAM GHOSH, son of Late Sadhan Ghosh, by Caste Hindu, by occupation- Business, residing at Village Basina, Post R-Bishnupur, P.S. Rajarhat, North 24-Parganas, hereinafter called the **CONFIRMING PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to include his legal heirs, successors, executors administrators and representative) of the **SECOND PART.**

AND

ORCHID DEVELOPERS (PVT.) LTD. having its registered office at 9/12, Lalbazar Street Mercantile Buildings, C-Block (3rd floor), Kolkata-700 001 represented by its Authorised Person hereinafter called the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to include his successor/successors in interest in the business or assigns) of the **OTHER PART.**

WHEREAS the Vendor as stated hereinabove is the absolute owner of Sali land measuring 4.75 satak in R.S Dag no.595 L.R Dag no.952 khatian no. 1521 at mouza basina J.L no.31 p.s Rajarhat, Dist-N-Parganas, under Rajarhat-Bishnupur No.2 Gram panchayet vividly delineated in the Schedule below. The Vendor purchased the said land jointly with Netai Chandra Ghosh on 23.05.2005 vide Deed No.04164 of 2005 Registered before A.D.S.R,

Totam Ghosh.

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G.K. Bysia

DIRECTOR

Bidhannagar Recorded in Book no.1 volume no. 253 Pages 284 to 294 and became the owner of the Scheduled property . The said land is under full possession of the Vendor and he is paying taxes to the Government.

AND WHEREAS under this deed of sale the Vendor decided to sale his entire land under Dag no 952, morefully described in the schedule hereunder.

AND WHEREAS the Vendor therefore as a result of the received land by purchase and inheritance is the sole and absolute owner of the said property morefully and particularly described in the Schedule hereunder written and delineated in the plan annexed hereto with RED borders forming a part and parcel of the indenture.

AND WHEREAS the confirming party referred hereinabove once upon a time made one agreement with the vendor for the purchase of the property. By this deed The Confirming party relinquished his claim as regards the property as he or anybody claiming through him has got no demand whatsoever from the vendor as per the agreement stated hereinabove

AND WHEREAS the Vendor being in urgent need of money approached the Purchaser and offered to sell transfer convey assign and assure **ALL THAT** their respective properties as described in the

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✓ Tofan Ghosh

✓ G.K. Bhowmik
DIRECTOR

schedule hereunder written to the purchaser and the purchaser relying on the papers and other representations assurances declarations and confirmations made and/or given by the Vendor and believing the same to be true and correct and acting on faith thereof, to acquire the said property from the Vendor respectively absolutely and forever free from all encumbrances mortgages charges liens lispendens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever and with 'Khas' peaceful vacant possession of the said property for the consideration and on the terms and conditions mutually agreed upon by and between the parties hereto.

AND WHEREAS the Purchaser has at or before execution of this deed of sale to the Vendors respectively paid the entire amounts of the mutually agreed consideration mentioned in detail in the memo of consideration appended in the deed and has called upon the Vendors to grant this conveyance in favour of the Purchaser.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs.143688/- (Rupees one Lakh Forty Three Thousands six Hundred) only of the lawful money of the Union of India in hand and well and

✓ Totun Ghosh

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✓ G.K. B. J. S.
DIRECTOR

truly by the Purchaser to the Vendor paid at or before the execution hereof, the receipt whereof the Vendors doth hereby grant as also by the receipt and memo of consideration hereunder written admit and acknowledged and of and from the payment of the same and every part thereof acquit release and forever discharge the Purchaser and the Vendors property and all benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to, the Vendor doth hereby indefeasibly and absolutely grant sell convey transfer assign and assure unto and to the Purchaser the Vendor' property, being **ALL THOSE** the various pieces and parcels of land fully described in the schedule hereunder written with all respective ownership sell rights, title and interest of the Vendor to own, hold, possess use and enjoy the same **TOGEWTHERTH WITH** all ownership, share, rights, title and interest, benefits whatsoever or howsoever of the Vendor and in or upon the roads, paths and passages leading to and/or abutting and/or appertaining to them said properties and each of them and/or meant for beneficial use and enjoyment of the said properties and each of them **TOGETHER WITH** all and singular intangible assets, edifices, fixtures, gates, courts, courtyards, ways, paths, passages, fences, hedges, ditches, trees, walls, water, water courses, lights and all manner of former and other rights, liberties, benefits, privileges, easements, quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining thereto or reputed or known to be part or

✓ To Jan G. Ghosh.

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✓ G. K. Singh
DIRECTOR

parcel or member thereof which now is or are heretofore were or was held used, occupied or enjoyed therewith **TOGETHER WITH** all legal incidence thereof **AND** reversion or reversions remainder or remainders and rents issues and profits thereof and all and every part thereof **AND** all the Raiyati and other easement right title interest use trust property claim and demand whatsoever both at law or in equity of the Vendors and each of them into out of or upon the properties benefits advantages and right hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be **TOGETHER WITH** all deeds pattahs muniments writings and evidences of title in anywise relating to or connected with the said Properties and each of them or any part thereof which now are or is or hereafter may be in possession power custody or control of the Vendor or any of them or any person or persons from whom the Vendor may procure the same without any action or suit at law or in equity **TO HAVE AND TO HOLD** the same unto and to the use of the Purchaser absolutely and forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of condition use trust or other thing whatsoever to alter chments, trusts, uses, debutters, tenancies, leases, occupancy, acquisitions, requisitions alignments claims demands and liabilities whatsoever or howsoever.

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G.K. B. P.
DIRECTOR


II. **THE VENDOR DOETH HEREBY COVENANT WITH THE PURCHASER** as follows :-

- i) **THAT** notwithstanding any act deed matter or thing by the Vendor or any of them done committed executed or knowingly permitted or suffered to the contrary the Vendor are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the properties benefits and rights hereby respectively granted sold conveyed transferred assigned and assured or expressed or intended so to be without any manner of encumbrances charges conditions uses trusts or any other thing whatsoever to alter defeat encumber or make void the same.
- ii) **AND NOW** the Vendor has not at any time done or executed or knowingly suffered or bear party or privy to any act, deed matter or thing whereby the properties benefits and rights hereby respectively granted sold conveyed transferred assigned and assured or expressed or intended so to be or any part thereof can or may be impeached encumbered or affected in title.
- iii) **AND THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Vendor has in themselves

✓ Tofan Ghosh.

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✓ G.K. By  DIRECTOR

good right full power and absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure all the properties benefits and rights hereby respectively granted sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid according to the true intent and meaning of these presents.

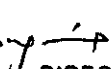
- iv) **AND THAT** the properties benefits, advantages and rights hereby respectively granted sold, conveyed, transferred, assigned and assured or expressed or intended so to be new are free from all encumbrances mortgages, charges, liens, lispendens, attachments, trusts, uses, debutters, tenancies, leases, occupancy rights, restrictions, restrictive covenants, bargardars, bhagchasis, acquisitions, requisitions, alignments, claims, demands and liabilities whatsoever or howsoever made or suffered by the Vendor or any of them or any person or persons having or lawfully rightfully or equitably claiming.

- v) Any estate or interest therein through under or in trust for the Vendor or any of them or the Vendor respective predecessors-in-title.

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G.K. By 
DIRECTOR

vi) **AND THAT** the Purchaser shall or may at all times hereafter peaceably and quietly hold use possess and enjoy the properties benefits and rights hereby respectively granted sold, conveyed, transferred, assigned and assured or expressed or intended sold to be and receive the rents issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendor or any of them or any person or persons having of lawfully rightfully or equitably claiming as aforesaid and free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendor and all person or persons having or lawfully rightfully or equitably claiming as aforesaid and effectually saved defended kept harmless and indemnified of from and against as manner of former and other estate, right, title, interest charges, mortgages, leases, tenancies, encumbrances, restrictions restrictive covenants, liens, attachments, lispence uses debutters, trusts, bargadar, bhagchasis, acquisition, requisition, alignment, claims, demands and liabilities whatsoever or howsoever created by the Vendor or any of them or any person or persons claiming as aforesaid.

vii) **AND THAT** the Vendor and all person or persons having or lawfully, rightfully or equitable claiming any estate or

✓ Totan Ghosh. 9

ORCHID DEVELOPERS PVT. LTD.

✓ G.K. Singh
DIRECTOR

interest in the properties benefits and rights hereby respectively granted sold, conveyed, transferred, assignment and assured or expressed or intended so to be through under or in trust for the Vendor or the Vendor' respective predecessors-in-title shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts deeds and things for further better and more perfectly assuring the properties, benefits and rights hereby granted sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid as shall or may reasonably be required by the Purchaser.

viii) **AND THAT** the Vendor shall from time to time and at all times hereafter unless prevented by fire or other inevitable accident upon every reasonable requests and at the costs and experiences of the Purchaser produce or cause to be produced to the Purchaser or its agent or agents or any person or persons as the Purchaser may direct or appoint or in any suit or proceeding or otherwise the documents-of-title relating to the said properties, including the parcha and those hereinbefore reited, which have not been expressly delivered by the vendor to the Purchaser and will permit

Totam Ghosh. 10

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G. K. B. P.

DIRECTOR

such document-of-title to the examined, inspected and given in evidence and will also at the like requests and costs make and furnish such true or attested or otherwise copies of or extracts or abstracts from such documents of title as may be required by the Purchaser and will at all times hereafter keep such documents-of-title safe unobliterated and uncanceled.

ix) **AND ALSO THAT** the Vendor shall at all times hereafter indemnify and keep saved harmless and indemnified the Purchaser and the Purchaser's successors or successors in title and interest against all losses, damages, costs, charges, expenses, claims, demands, and consequences if any suffered by the Purchaser or the Purchaser's successor or successors in title or interest by reason of any defect in the title of the Vendor to the said properties or by reason of any offence representations declarations and assurances made and/or given by the Vendor respectively to the purchaser being found to be untrue, incorrect, false or misleading.

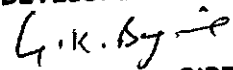
III. AND THE VENDOR DO HEREBY FURTHER DECLARE AND ASSURE THE PURCHASER as follows:-

i) **THAT** the Vendor in and shall always be liable for payment of all arrears of rates, taxes, khajana, land revenue and other outgoings and impositions payable in respect of the their

✓ To tan Ghosh.

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✓ ORCHID DEVELOPERS PVT. LTD.

G.K. By 

DIRECTOR

respective properties for the period upto the date hereof, whether demand or not till date by the authorities concerned and all such outgoings shall be forthwith paid by the Vendor on a demand being made by the Purchaser and the Vendor shall indemnify and kept saved harmless and indemnified the Purchaser in respect thereof as also for all losses, damages, claims, demands, consequences and proceedings as may be suffered by the Purchaser due to non-payment or delay in payment thereof.

ii) **AND THAT** the respective Properties of the Vendor are under her own direct cultivation and that there is no Bargadar or Bhag Chasi in the said properties of any of them or any part thereof.

iii) **AND THAT** the Vendor had first offered the said properties to all other contiguous land owners of the said plot and that upon their refusal to purchase the same, the Vendors herein has approached and negotiated with the Purchaser herein for the sale and transfer of the said properties to the Purchaser. The Vendor does hereby further agree, covenant and undertake to indemnify to keep saved harmless and indemnified the Purchaser herein against all claims, demands, injury, lis or any other harmless action

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G.K. B. J. DIRECTOR

against the Purchaser by any person claiming any right on the said properties or any of them.

- iv) **AND THAT** the Vendor shall sign execute and deliver all papers documents instruments and writings and assist in all manner as may be required by the Purchaser herein from time to time for having the name of the Purchaser mutated in respect of the said properties hereby sold and conveyed.

THE SCHEDULE ABOVE REFERRED TO

AND THAT the various pieces or parcel of of Sali land measuring 4.75 satak in R.S Dag no.595 L.R Dag no.952 khatian no. 1521 at mouza basina J.L no.31 p.s Rajarhat,Dist-N-Parganas, under Rajarhat-Bishnupur No.2 Gram panchayet , the map attached to this deed shall be treated as a part of this deed.

By this Deed a total of 4.75 Satak equivalent to 2 Cottah 13 chatak 44 sqft more or less 2069 sq ft of land comprised in Dags as hereinabove stated is being conveyed.:

✓ Totam Ghosh.

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✓ ORCHID DEVELOPERS PVT. LTD.

G.K. By...

DIRECTOR

IN WITNESS WHEREOF the vendor has set and subscribed his signature on the day, month and year first above written in presence of:

WITNESSES:

1. Amaresh Ghosh
s/o - Laxmi Kant Ghosh ✓
vill - Choto Chandpur
P.O - R. Bishnupur
P.S - Rajarhat
KOL - 135

Toton Ghosh
SIGNATURE OF THE VENDOR

2.

ORCHID DEVELOPERS PVT. LTD.

G.K. Byrnie ✓

DIRECTOR

SIGNATURE OF THE PURCHASER

Gautam Ghosh ✓

SIGNATURE OF THE CONFIRMING PARTY

MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser the within stated amount Rs.143688/- (Rupees one Lakh Forty Three Thousands six Hundred only) being the full consideration money of the sale of the aforesaid plots, vide :-

PAY ORDER NO.

613125 dated 21.10.08
amounting to Rs. 143688/-
of USAC Ltd.

Totam Ghosh.

SIGNATURE OF THE VENDOR

WITNESSES :












1. Amresh Ghosh
s/o. Laxmi Kant Ghosh
vill- Chofa Chandpur
P.O. R. B. Chhapra
P.S. Rajarhat
KOL- 135

H. B. Ghosh
Rajdalu
Hornpur




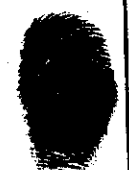







SIGNATURE OF THE
PRESENTANT/
EXECUTANT/SELLER/
BUYER/CAIMENT
WITH PHOTO

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












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

 Tofoan Ghosh.	LH.					
	RH.					

ATTESTED :-

 G.K. By	LH.					
	RH.					



ATTESTED :-

 Gaur Chh	LH.					
	RH.					

ATTESTED :- Gaur Chh

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A. D. S. R. BIDHAN NAGAR, District- North 24-Parganas
Signature / LTI Sheet of Serial No. 10457 / 2008, Deed No. (Book - I , 12868/2008)

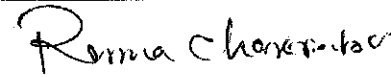
Signature of the person(s) admitting the Execution at Office.

No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Goutam Ghosh Address -Basina 24 Pgs (n)	Confirming Party	 24/10/2008	 LTI 24/10/2008	

Name of Identifier of above Person(s)

Ruma Chakraborty
PS-- ,High Court Calcutta -

Signature of Identifier with Da



Government Of West Bengal
Office of the A. D. S. R. BIDHAN NAGAR
BIDHAN NAGAR
Endorsement For deed Number :I-12868 of :2008
(Serial No. 10457, 2008)

On 22/10/2008

Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 12.52 hrs on :22/10/2008, at the Private residence by Totan Ghosh, one of the Executants

Admission of Execution(Under Section 58)

Execution is admitted on 22/10/2008 by

1. Totan Ghosh, son of Netai Chandra Ghosh, Basina 24 Pgs (n), Thana Rajarhat, By caste Hindu, by Profession :Business
 2. G K Bagaria, Director, Orchid Developers Pvt Ltd, 9/12 Lalbazar St Mercantile Bu, Kol, Kol, profession :---
- Identified By Kajal Ray, son of -- 10 Old Post Office St 700001 Thana: -, by caste Hindu, By Profession :Advocate.

Name of the Registering officer : **Abhijit Kumar Das**
Designation : **ADDITIONAL DISTRICT SUB-REGISTRAR**

On 23/10/2008

Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs- 34

Certified that the required stamp duty of this document is Rs 17273/- and the Stamp duty paid as: Impressive Rs- 5

Name of the Registering officer : **Abhijit Kumar Das**
Designation : **ADDITIONAL DISTRICT SUB-REGISTRAR**


On 24/10/2008

Certificate of Admissibility(Rule 43)

Admissible under rule 21 of West Bengal Registration Rule, 1908 duly stamped under schedule 1A Article number Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs. 1

Payment of Fees:

Fee Paid in rupees under article : A(1) = 3795/- on:24/10/2008


[Abhijit Kumar Das]
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF
NAGAR

Govt. of West Bengal

Government Of West Bengal
Office of the A. D. S. R. BIDHAN NAGAR
BIDHAN NAGAR
Endorsement For deed Number :I-12868 of :2008
(Serial No. 10457, 2008)

Deficit stamp duty

Deficit stamp duty Rs 17273/- is paid, by the draft number 109258, Draft Date 22/10/2008 Bank Name STATE BANK OF INDIA, Calcutta, received on :24/10/2008.

Admission of Execution(Under Section 58)

Execution is admitted on 24/10/2008 by

1. Goutam Ghosh, son of Lt Sadhan Ghosh ,Basina 24 Pgs (n) ,Thana Rajarhat, By caste Hindu,by Profession :Business

Identified By Ruma Chakraborty, son of - High Court Calcutta - Thana: -, by caste Hindu,By Profession :Advocate.

Name of the Registering officer :**Abhijit Kumar Das**
Designation :**ADDITIONAL DISTRICT SUB-REGISTRAR**



[Abhijit Kumar Das]
ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF BIDHAN
NAGAR

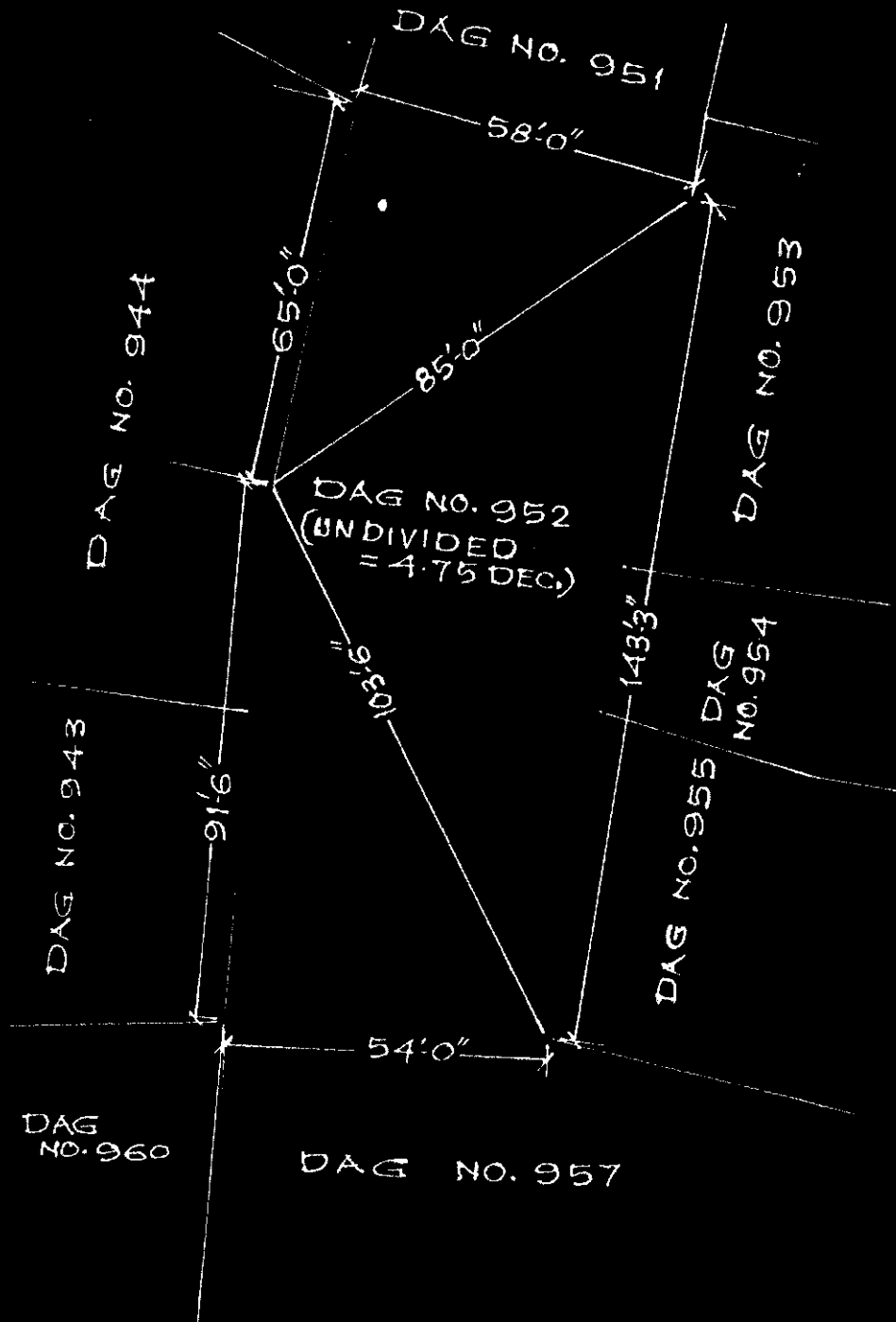
Govt. of West Bengal

SITE PLAN OF DAG NO. 952 AT MOUZA - BASINA,
J.L. NO. 31, R.S. NO. , R.S. KHATIAN NO. 1521,
P. S. RAJARHAT, DIST. 24-PGS(N).

SCALE - 1" = 30'0"

TOTAL AREA OF LAND IN DAG NO. 952 = 19 DECIMAL = 11 K. 7 CH. 41 SFT.
SHOWN BY RED COLOUR BORDER.

UNDIVIDED SALEABLE AREA = 4.75 DECIMAL (2 K. 13 CH. 44 SFT) INT



SIG. OF VENDOR

SIG. OF L.S.S.

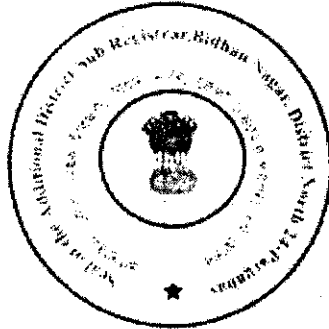


**ADD. District Sub-Registrar
Bidhan Nagar (Salt Lake)**

2 20CT 2008

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 12
Page from 9253 to 9275
being No 12868 for the year 2008.



(Abhijit Kumar Das) 27-October-2008
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. BIDHAN NAGAR
West Bengal