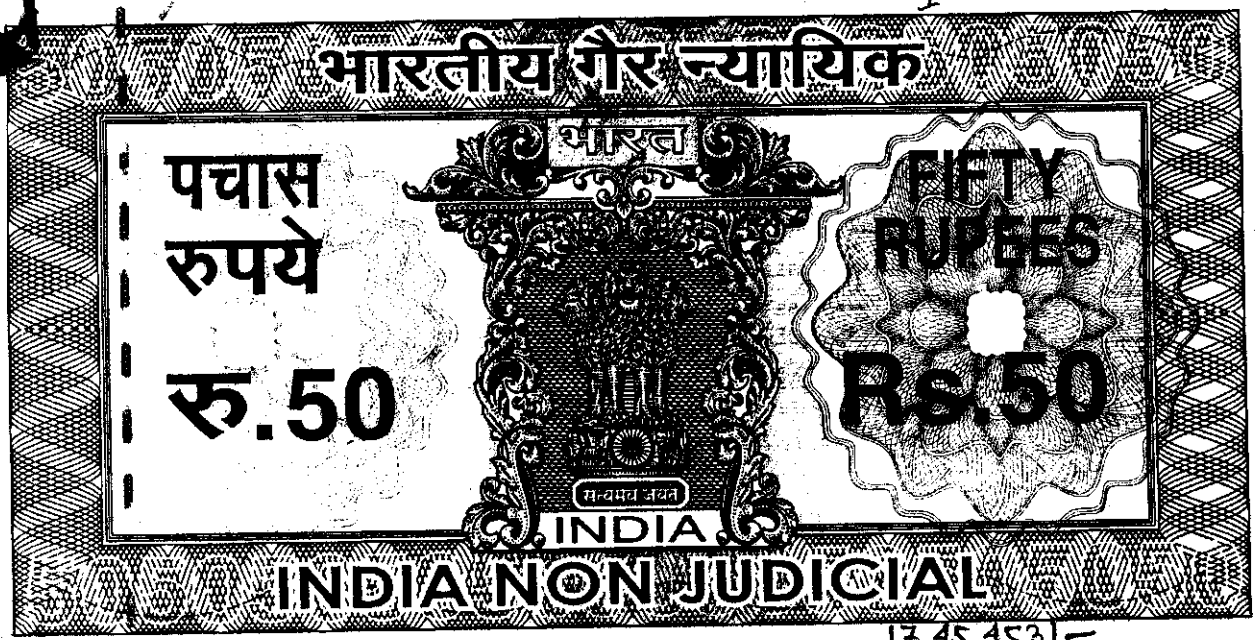


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17,45,453/- D 919797

Handwritten notes: No. Comn 3876 dt 22/10/08, 25/10/08, 30/10/08, and a signature.

Stamp: 22 OCT 2008 with handwritten notes.

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

BETWEEN

M/S ISHARWALIA UDYOG having Registered office at 442, Marshal House, 25 Strand Road, Kolkata 700001 Represented by Its Constituted Attorney Smt MITA GHOSH by Caste-Hindu, by occupation cultivation, residing at Village Basina, P.O. R. Bishnupur, hereinafter called the **VENDOR** (~~whose~~ 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**.

Signature: डा. डा. घोष

Signature: S. K. Jaiswal

Handwritten note: 22/10/08

86992

21 OCT 2008

Katal Roy  
10, old Post office st.  
KOL-1

✓ *স্বীকৃত* *স্বাক্ষর*



V.C  
8485



*স্বীকৃত* *স্বাক্ষর*

V.C  
8488

OPERS PVT. LTD.  
DIRECTOR



Identified by me.

Rima Chakraborty  
Advocate

10, old Post office Street  
Room no - 20D, KOL-1.

*[Signature]*  
Additional District Sub Registrar  
Bichramganj

22 OCT 2008

Mita Ghosh  
AND

**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

921  
**ORCHID DEVELOPERS (PVT.) LTD.** having its registered office at 9-12, Lalbazar Street, 3<sup>RD</sup> Floor, Block C, Kolkata-700 001 represented by its **AUTHORISED SIGNATORY** 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** Smt Mita Ghosh as stated hereinabove is the Registered power of attorney Holder of Sri Vinod Agarwal son of Kishanlal Agarwal Proprietor of M/S ISHARWALIA UDYOG having registered office at 442, Marshal House, 25, Strand Road, Kolkata 700001 who

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**ORCHID DEVELOPERS PVT. LTD**

S. Rajinlal

**DIRECTOR**

was the absolute owner of sali land as mentioned in the schedule below measuring about 24 satak land out of 24satak in dag no-953 under khatian nos.

712/1,740,688,133/1,973/1,886/1,396/1,361/1,808/1,3/1,600/1 and 541 in mouza basina J.L no.31 p.s Rajarhat,Dist- North 24 Parganas vividly delineated in the Schedule below. The said M/S ISHARWALIA UDYOG received the said land by purchase vide deed no.4911 Dated 28.11.2000 recoded in book no.1 volume no. 123 pages 171 to 178 registered before A.D.S.R Bidhan Nagar from Biswanath Modak & 9 ors morefully described in the said deed . The said land is under full possession of the Vendor and they are paying taxes to the Government.

AND WHEREAS under this deed of sale the Vendor decided to sale their entire lands under Dag no 953 land in the said Dag 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.

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S. K. Prasad  
DIRECTOR

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 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

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ORCHID DEVELOPERS PVT. LTD  
S. Rajiv  
DIRECTOR

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.7,26,000/- (Rupees seven lacks twenty six thousands only ) of the lawful money of the Union of India in hand and well and 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

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schedule hereunder written with all respective ownership shall rights title and interest of the Vendor to own hold possess use and enjoy the same **TOGEWTHERTH** 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 the 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 parcel or member thereof which new 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

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ORCHID DEVELOPERS PVT. LTD

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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 defeat encumber or make void the same and free from all encumbrances mortgages charges liens lis-pendens attachments trusts uses debutters tenancies leases occupancy acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever.

**II. THE VENDOR DOTH 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

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S. Rajuwal

DIRECTOR



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 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.

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

v) **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

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ORCHID DEVELOPERS PVT. LTD

S. K. Jaiswal

DIRECTOR

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 lispendence 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.

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

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S. K. Jaiswal

DIRECTOR

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.

vii) **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 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.

viii) **AND ALSO THAT** the Vendor shall at all times hereafter indemnify and keep saved harmless and indemnified the

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S. Kajiwala

DIRECTOR

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 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

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ORCHID DEVELOPERS PVT. LTD

S. Kajiwari

DIRECTOR

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, loss or any other harmless action 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

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S. Rejwal

DIRECTOR

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 sali land measuring about 24 satak land out of 24 satak in dag no-953 khatian nos- 712/1,740,688,133/1,973/1,886/1,396/1,361/1,808/1,3/1, 600/1 and 541 in 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 24 Satak land equivalent to 14 Cottah 8 Chattak more or less 10454 sq ft of land comprised in Dags as hereinabove stated is being conveyed.:

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S. Rajarhat

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. Anur Ghosh  
Chota Chandpur  
Rajshahi

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১৫/১২/১৬

SIGNATURE OF THE VENDOR

ORCHID DEVELOPERS PVT. LTD.

S. K. Saha

DIRECTOR

2.

SIGNATURE OF THE PURCHASER

Gautam Ghosh

SIGNATURE OF THE CONFIRMING PARTY



**MEMO OF CONSIDERATION**

**RECEIVED** from the within named Purchaser the within stated amount of Rs.7,26,000/- (Rupees seven lacks twenty six thousands only ) only being the full consideration money of the sale of the aforesaid plots, vide :-

**PAY ORDER NO.**

613127 dated 21.10.2008  
drawn on Hongkong & Shanghai  
Bank Ltd.

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স্বাক্ষর

**SIGNATURE OF THE VENDOR**












**WITNESSES:**

1. Anwar Ghosh  
Chota Chandpur  
Rajshahi
2. Amarendra Ghosh  
Chota Chandpur / Rajshahi












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

 স্মিতা ঘোষ	LH.					
	RH.					

ATTESTED :-

 S. K. Ghosal	LH.					
	RH.					

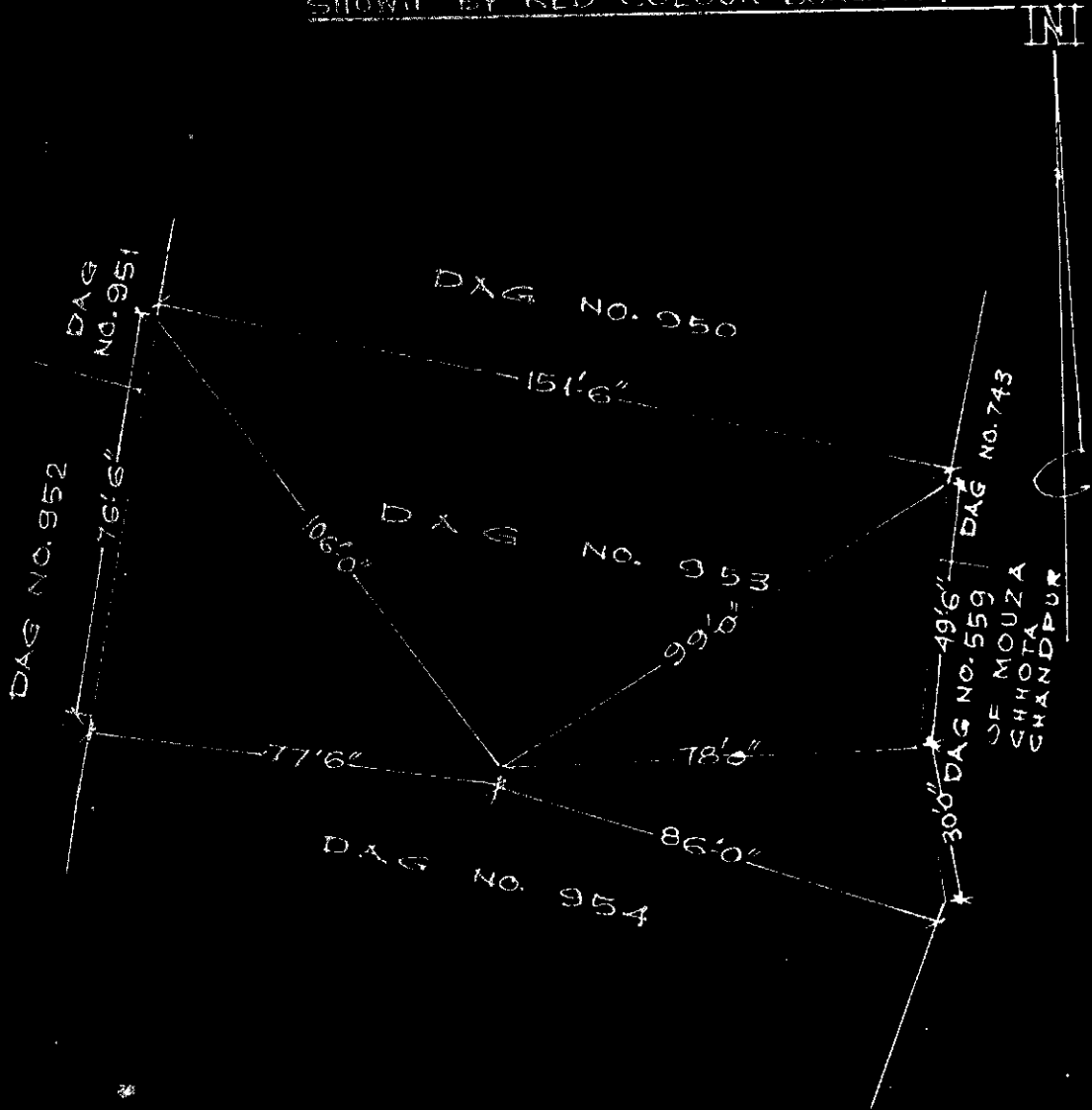
ATTESTED :-

 G. Chandra	LH.					
	RH.					

ATTESTED :- G. Chandra

SITE PLAN OF DAG NO. 953 AT MOUZA - BASINA,  
 J.L. NO. 51, DIST. NO. 1, R.S. KHATIAN NO. 712/1, 740,  
 688, 131/1, 973/1, 856/1, 226/1, 361/1, 808/1, 3/1, 600/1, 541,  
 P.S. RAJARNAT, DIST. 24-PGS (N).

SCALE = 1" = 20' 0"  
 TOTAL AREA OF LAND IN DAG NO. 953 = 24 DECIMAL = 14 K. 8 CH. 14 SFT.  
 SHOWN BY RED COLOUR BORDER



SIG. OF L.B.S.



~~ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED~~

22 OCT 1983

**Government Of West Bengal**  
**Office of the A. D. S. R. BIDHAN NAGAR**  
**BIDHAN NAGAR**  
**Endorsement For deed Number :I-12881 of :2008**  
**(Serial No. 10463, 2008)**

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On 22/10/2008

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

Presented for registration at 13.25 hrs on :22/10/2008, at the Private residence by Mita Ghosh, one of the Executants.

Admission of Execution(Under Section 58)

Execution is admitted on 22/10/2008 by

1. S. Kojriwal, Director, Orchid Developers Pvt Ltd, D-12 Lalbazar St, Kol -1, Kol -1, profession :---  
Identified By Ruma Chakraborty, son of -- 10 Old Post Office 700001 Thana: -, by caste Hindu, By Profession :Advocate.

Executed by Attorney

1. Execution By Mita Ghosh, wife of --, Basina, Thana: Rajarhat By caste Hindu, by Profession :---, as the  
constituted attorney of 1. M/s Isharwalia Udyog is admitted by him.  
Identified By Ruma Chakraborty, son of -- 10 Old Post Office 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-  
1745453/-

Certified that the required stamp duty of this document is Rs 87273/- and the Stamp duty paid as: Impressive Rs- 50

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

On 24/10/2008

  
[Abhijit Kumar Das]  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF BIDHAN  
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-12881 of :2008  
(Serial No. 10463, 2008)

**Certificate of Admissibility(Rule 43)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number :23 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs. 10.00/-

**Payment of Fees:**

Fee Paid in rupees under article : A(1) = 19195/- on:24/10/2008

**Deficit stamp duty**

Deficit stamp duty 1.Rs 57075/- is paid, by the draft number 108198, Draft Date 26/09/2008 Bank Name STATE BANK OF INDIA, Calcutta, received on :24/10/2008. 2.Rs 30198/- is paid, by the draft number 109262, 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 ,Thana Rajarhat, By caste Hindu,by Profession :Business Identified By Ruma Chakraborty, son of -- 10 Old Post Office 700001 Thana: -, by caste Hindu,By Profession :Advocate.

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

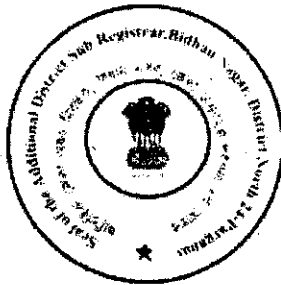
  
[Abhijit Kumar Das]

ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF BIDHAN  
NAGAR

Govt. of West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 12  
Page from 9528 to 9551  
being No 12881 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