


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J-14848



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

1054.544 / E 600896


 S. Raju
 S.A. District Sub-Registrar
 District Office, West Bengal

26 DEC 2008

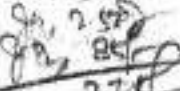
24 DEC 2008

THIS DEED OF SALE is made on this 24 day of December, 2008.


BETWEEN

Abhishek Sarkar son of and represented by its father and natural guardian **SANJOY SARKAR**, residing at AH-3, Rajarhat Road, Jyanga, Police Station Rajarhat, Gchindonibas, Kolkata-700 059, by caste-Hindu, by occupation- Business, 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.**

No. 24825 dt 24/12/08


 24/12/08

28238

Sold to:	
Address:	
Value:	2 9 DEC 2008
 High Court A.S.	

KAJAL RAY
Advocate
High Court, Calcutta

G.K. Bagari
(G.K. BAGARIA)

Sanjay Sarkar



N/L
9371

Handwritten text in Bengali script, partially illegible.



ORCHID DEVELOPERS PRIVATE LIMITED

G.K. Bagari
Authorized Signatory, Director

Additional District Sub-Registrar,
Behanagar, North 24 Pgs.

2 4 DEC 2008

Sanjay Sarkar



N/L
9374

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 7 satak out of 14 satak in R.S. Dag No.954, L.R. Khatian No. 733, and 7.5 satak land out of 15 satak in R.S. Dag No. 955 in L.R. Khatian No. 733 mouza Basina J.L. No. 31 Police Station Rajarhat, Dist-North 24-Parganas, under Rajarhat-Bishnupur No.2 Gram

Police Station Rajarhat, Dist-North 24-Parganas, under Rajarhat-Bishnupur No.2
Gram Panchayet vividly delineated in the Schedule below.

The Vendor received the land under Dag nos 954 & 955 by purchase
vide , Deed no.5610 of 2001 Recorded in Book no. 1 Volume no. 298
pages 115 to 129 registered before A.D.S.R Bidhan Nagar from
Panchugopal Modak & 8 ors more particularly mentioned in the said
deed .The said land was inherited by Panchugopal Modak & 8 ors
from Smt Bhabanibala Modak Who purchased this property from one
Binoy Krishna Halder vide Deed No. 3910 dated 29.04.1961
registered before Cossipore Dumdum Sub Registry Office. 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 Vendors decided
to sale his entire lands under Dag No. 954,955, 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 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.4,53,750/- (Rupees Four Lakh fifty Three Thousands Seven Fifty 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 schedule hereunder written with all respective ownership shall rights title and interest of the Vendor to own hold possess use and enjoy the same **TOGETHERWITH** 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 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 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 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 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 now
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are free from all encumbrances mortgages charges liens
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 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
 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 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 be 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 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 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 Vendor herein have approached and negotiated with the Purchaser herein for the sale and transfer of the said properties to the Purchaser. The Vendor do hereby further agree, covenant and undertake to indemnify to keep saved harmless and indemnified the Purchaser herein against all claims, demands, injury, 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 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

ALL THAT the various pieces or parcel of Sali land measuring 07 satak in P.S. Dag No. 954 and L.R. Khatian No. 733 out of total land measuring 14 satak and 7.5 satak land in R.S. Dag No. 955 in L.R. Khatian No. 733 out of total land measuring 15 satak at Mouza Basina, J.L. No. 31, R.S. No. 53, Police Station Rajarhat, Dist-North 24 Parganas, under Rajarhat-Bishnupur No.2 Gram

panchayet , morefully described hereunder in tabular form:-

Name	R.S. Dag No.	L.R. Khatian No.	Land under sale	Total Land Area
Sri Abhishek Sarkar	954	733	7 satak	14 satak
-do-	955	733	7.5 satak	15 satak

the map attached to this deed shall be treated as a part of this deed.

By this Deed a total of 14.5 Satak equivalent to 8 Cottah 12 Chattak 16 sq.ft.more or less 6316 sq ft of land comprised in Dags as hereinabove stated is being conveyed.

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. Amarendra Ghosh
Choto Chandpur
Rajshahi
Kata 135
2. Radip Kumar Ghosh
68, Balgata Road, Kolkata

Sanjay Sarkar

Signature of the Vendor.

Part-1

Signature of the Confirming Party

ORCHID D V PRIVATE LIMITED

G.K. Gupta
Authorized Signatory/Director

Signature of the Purchaser

Drafted by:
Ramesh Chandra Chatterjee
Advocate

10, old Post office Street
Room no- 20D. Ground Floor-
Kolkata-1

MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser the within stated amount of Rs.4,53,750/- (Rupees Four Lakhs fifty Three Thousands Seven hundred Fifty only) being the full consideration money of the sale of the aforesaid plots, vide :-

Demand Draft No.

WITNESSES :

1. Amarendra Chavda
Chavda chandpur
Rajasthan
KOJ - 135

2.

Sajay Sankar
(Signature of the Vendor)

PLAN OF DAGGS IN PORTION OF EASTERN SIDE OF MOUZA
 No. 10, R.S. No. 1, S.E. District, Dist. 21
 (S. No. 10)

Scale = 1:500
 THE PLAN OF DAGGS
 AS PER REVENUE SURVEY
 OF MOUZA BASINA
 S. RAJAHAR

NAME OF THE VENDOR	R.S. & L.R. DAG NO.	KHATIAN NO.	AREA OF DAGS SHOWN BY RED COLOUR BORDER (IN DECIMAL)	SALEABLE AREA (IN DECIMAL)
ADHISHEK SARKAR	954	733	14.00	7.00 (4K. 3CH. 34SFT)
	955	733	15.00	7.50 (4K. 8CH. 27SFT)
TOTAL SALEABLE AREA = 14.50 DECIMAL				= 8K. 12CH. 16SFT.














SIGNATURE OF THE
PRESENTANT/
EXECUTANT/SELLER/
BUYER/CAJMENT
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

 <i>Saijoy Sankar</i>	LH.					
	RH.					

ATTESTED :- *Saijoy Sankar*

 <i>Gait-ghar</i>	LH.					
	RH.					

ATTESTED :- *Gait-ghar*

 <i>G.K. Byap</i>	LH.					
	RH.					

ATTESTED :- *G.K. Byap*

Government Of West Bengal
Office of the A. D. S. R. BIDHAN NAGAR
BIDHAN NAGAR
Endorsement For deed Number :I-14849 of :2008
(Serial No. 12480, 2008)

On 24/12/2008

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

Presented for registration at 19.27 hrs on :24/12/2008, at the Private residence by G. K Bagaria, Claimant.

Admission of Execution(Under Section 58)

Execution is admitted on 24/12/2008 by

1. Goutam Ghosh, son of Lt Sadhan Ghosh, Basina R Bishnupur, Thana Rajarhat, By caste Hindu, by Profession :Business
2. G. K. Bagaria, Authorised Signatory, Orchid Developers Pvt Ltd, 9/12 Lalbazar St, Block- C, Kdf-1, profession :Service

Identified By Pradip Banerjee, son of P. R. Banerjee 106/2, Karl Marx Sarani Kol 700023 Thana: ., by caste Hindu, By Profession :---

Executed by guardian

1. Execution is admitted by Sanjoy Sarkar, son of . . . A H -3 Rajarhat Rd Jyangra Kol-59, Thana:Rajarhat, by Profession :Business, as the guardian of minor 1. Abhishek Sarkar .

Identified By Pradip Banerjee, son of P. R. Banerjee 106/2, Karl Marx Sarani Kol 700023 Thana: ., by caste Hindu, By Profession :---

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

On 26/12/2008

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.

Payment of Fees:

Fee Paid in rupees under article : A(1) = 11594/- on:26/12/2008

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-1054544/-



[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-14849 of :2008
(Serial No. 12480, 2008)

Certified that the required stamp duty of this document is Rs 52727 /- and the Stamp duty paid as: Impresive Rs- 50

Deficit stamp duty

Deficit stamp duty Rs 52727/- is paid, by the draft number 109267, Draft Date 22/10/2008 Bank Name STATE BANK OF INDIA, Calcutta, received on :28/12/2008.

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 14
Page from 3899 to 3921
being No 14849 for the year 2008.



Ca

(Abhijit Kumar Das) 29-December-2008
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. BIDHAN NAGAR
West Bengal