

5-10644

I. 12881



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

14,54,545/- D 968294

ADD. District Sub-Registrar
Eastern Nagpur & North

27 OCT 2008

3 NOV 2008

ORCHID DEVELOPERS PVT. LTD

DIRECTOR

27/10/08

THIS DEED OF SALE is made on this 27th day of October, 2008.

BETWEEN

RITA SARKAR wife of Sanjay Sarkar by Caste-Hindu, by occupation House wife, residing at AH-3, Rajarhat Road, Jyanga, Police Station Rajarhat, Gobindo Nibas, Kolkata-700 059, hereinafter called the

VENDOR (which expression shall unless excluded by or repugnant to the context be deemed to include her legal heirs, successors executors administrators and representatives) of the ONE PART.

Visit card no 2854/08
 200 250 00
 200 85 00

 335 00

105593

K. Rajan

NAME.....
 ADD/ADV.....
 RS.....
24 OCT 2008
SURANJAN MUKHERJEE
 Licensed Stamp Vendor
 C. C. Court
 2 & 3, K. S. Roy Road, Kol-1

[Handwritten signature]

ORCHID DEVELOPERS PVT. LTD.

G.K. By *[Signature]*

DIRECTOR



8552 N.C

ORCHID DEVELOPERS PVT. LTD.

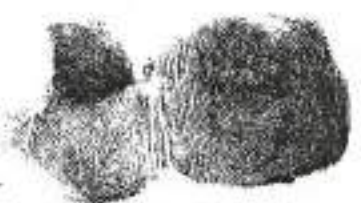
G.K. By *[Signature]*

DIRECTOR



8554 N.C

Rita Sarkar



8556 N.C



- G. S. Ghosh

[Signature]
ADD. District Sub-Registrar
 Bishnupur Nagar (Salt Lake)

Identified by me
 Runa Chatterjee Advocate
 10, old post office street
 High Court, Kolkata-1

27 OCT 2008

A N D

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**.

A N D

ORCHID DEVELOPERS (PVT.) LTD., A body corporate, registered under the Companies Act, 1956, having its registered office at 9-12, Lalbazar Street, 3RD 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 the Vendor as stated hereinabove is the absolute owner of the various pieces or parcel of land situated at Mouza Basina J.L no.31 Police station Rajarhat, District-North 24 Parganas, under Rajarhat-Bishnupur No.2 Gram Panchayet as follows:-

1) Land measuring 2.5 satak out of total 13 satak land in R.S and L.R Dag no.939 L.R Khatian No. 698.

2) Land measuring 2.67 satak out of total 07 satak in ^CR.S Dag No. 598 corresponding to L.R Dag no 941 L.R Khatian No. 345 and 698.

3) Land measuring 0.5 satak out of total 07 satak land in R.S Dag and L.R Dag No. 942 L.R Khatian No.698.

4) Land measuring 13.83 satak out of total 40 satak land in C.S Dag No. 599,600,601 Corresponding to R.S & L.R Dag No. 944 and L.R Khatian No. 60 & 698.

5) Land measuring 0.5 satak out of total 3 satak land in C.S Dag No.655 and R.S & L.R Dag No. 934, L.R Khatian No.392.

The Vendor received the said land by purchase vide Deed No.3813 of 2006 and Deed No.616 of 2007, All registered before A.D.S.R Bidhan Nagar, The said land is under full possession of the Vendor and they are paying taxes to the Government.

AND WHEREAS One Sri Khandu Ruidas Purchased along with other property on 4.1.1965 some property from Smt Radharani Majumdar, the property among 22 satak under Khatian No. 60

under Old Dag No, 601 Presently Dag No 944 property measuring 3.5 satak more or less in Khatian No 392 old Dag No 598 presently in Dag No 941 property measuring 1.5 satak in Khatian No 345 old Dag No 655 Presently 934 under deed no 1965/21 in the year 1965. The said deed recorded in Cossipore Dum Dum Sub-Registry Office vide Book No 1 Volume No. 5, Pages 135 to 148.

AND WHEREAS the said Khandu Ruidas sold the said purchased property as above to Manindra Nath Modak and 5(five) others on 2.6.1975 under deed No 5387. The said deed recorded in the office of the Cossipore Dum Dum Sub Registry office under book no 1 volume No 71 pages 251 to 254, Book No 5387 for the year 1975.

AND WHEREAS in the same Mouza- Basina under the Old Dag No. 599, 600 presently Dag No. 944 one Smt Bhabani Bala Modak. Purchased 9 satak of land from one Provash Chandra Halder on 7.6.1961 vide deed No. 4707 the said deed recorded in the office of Cossipore Dum Dum Sub Registry Office vide Book No 1 Volume No- 81 page 25 to 27 page No 4707 for the year 1961. After the death of the said Bhabani Bala Modak her husband Parchugopal Modak her 5 sons 1. Manindra Nath Modak, 2. Ashok Kumar Modak, 3. Arun Kumar Modak alias

Kishore Kumar Modak, 4. Tarun Kumar Modak, 5. Shyam Sundar Modak and three daughters, 1. Sandhya Das, 2. Anima Tarafder, 3. Mita Modak received the said property of 9 Satak by inheritance.

AND WHEREAS as per above the said 1.Panchugopal Modak 2.Moninder Nath Modak, 3. Ashok Kumar Modak, 4. Arun Kumar Modak alias Kishore Kumar Modak, 5. Tarun Kumar Modak, 6. Shyam Sundar Modak, 7. Mita Adak 8. Sandhaya Das and 9.Arunima Tarafder became the absolute owner and occupier of property of 36 Satak and the vendor became owner of more of less 12.0 satak of land.

AND WHEREAS the said Panchu Gopal Modak and 8 (eight) others sold the said 36 satak of land to Radharani Ghosh, Rita Sarkar and Smt. Sabitry Ghosh the vendor to this deed vide deed no. 3813 for the year 2006. The said deed is recorded to the office of the ADSR Bidhan Nagar (Salt Lake City) vide Book No. 1 Volume 232, Book No. 3813 for 2006.

AND WHEREAS by deed of sale being no.616 of 2007 registered before A.D.S.R. Bidhannagar recorded in Book No.1 Volume No.39 to 52 the vendor jointly with Smt Radharani Ghosh purchased 05 satak land in Dag No 939, 03 satak land in Dag

No 941, 01 satak land in Dag No. 942 and 07 satak land in Dag No. 944 all are under Mouza Basina J.L No.31, P.S. Rajarhat, District -North 24 Parganas and thus became owner of 1/2 of the aforementioned lands.

Thus by purchase the Vendor became owner of land measuring 2.5 satak in Dag No.939 , 2.67 satak in Dag No 941, 0.5 satak in Dag No. 942 and 13.83 satak in Dag No. 944 and 0.5 satak in Dag no. 934 at Mouza Basina J.L No.31 P.S. Rajarhat, Dist-North 24-Parganas vividly delineated in the Schedule below.

AND WHEREAS under this deed of sale the Vendors decided to sale their entire lands under Dag No 934, 939, 941, 942, 944, morefully described in the schedule hereunder.

AND WHEREAS the Vendor therefore as a result of the received land by purchase 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.6,05,000/- (Rupees Six Lacs five Thousand) 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 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 Raiyatj 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, dispendens, 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 done 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 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, 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.

- 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 expenses 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 recited, 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 ASSURSE THE PURCHASERR** 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 Bhagchasi 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 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 land situated at Mouza Basina J.L No.31, P.S. Rajarhat, District- North 24 Parganas, under Rajarhat-Bishnupur No.2 Gram panchayet as follows:-

- 1) Land measuring 2.5 satak out of total 13 satak land in R.S and L.R Dag no.939 L.R Khatian No. 698
- 2) Land measuring 2.67 satak out of total 07 satak in ^CR.S Dag No. 598 corresponding to L.R Dag no 941 L.R Khatian No. 345 and 698.
- 3) Land measuring 0.5 satak out of total 07 satak land in R.S Dag and L.R Dag no 942 L.R Khatian No.698.
- 4) Land measuring 13.83 satak out of total 40 satak land in C.S Dag No. 599,600,601 Corresponding to R.S & L.R Dag no 944 and L.R Khatian No. 60 &698.

R. Sankar

5) Land measuring 0.5 satak out of total 3 satak land in C.S
Dag No. 655 and R.S & L.R Dag No. 934, L.R Khatian No. 392.

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

By this Deed a total 20 Satak of land equivalent to 12 Cottah 73
sq. ft. more or less 8713 sq ft of land comprised in Dag 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
Rajarhat

Rita Sanjan
Signature of the Vendor.

2. Amar Ghosh
Choto chandpur
Rajarhat

Gautham Ghosh
Signature of the Confirming Party

Drafted by

Kajal Ray.

Advocate.

10, old post office Street.
High Court Malabar.

ORCHID DEVELOPERS PVT. LTD.

G.K. Gupta
Signature of the Purchaser
DIRECTOR

MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser the within stated amount of Rs.6,05,000/- (Rupees Six Lacs five Thousand); only being the full consideration money of the sale of the aforesaid plots, vide :-

Pay Order No. 613129 dated 21.10.08
drawn on HSBC Bank

WITNESSES:

1. Amarendra Ghosh
- Choto Chand pur
Rajshahi,












2. Amar Ghosh
Choto Chand pur
Rajshahi

Rita Sankar
(Signature of the Vendor)












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

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

ATTESTED :- *Rita Sankar*

 <i>Gaitan Ghosh</i>	LH.					
	RH.					

ATTESTED :- *Gaitan Ghosh*

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

ATTESTED :- *G.K. Byari*

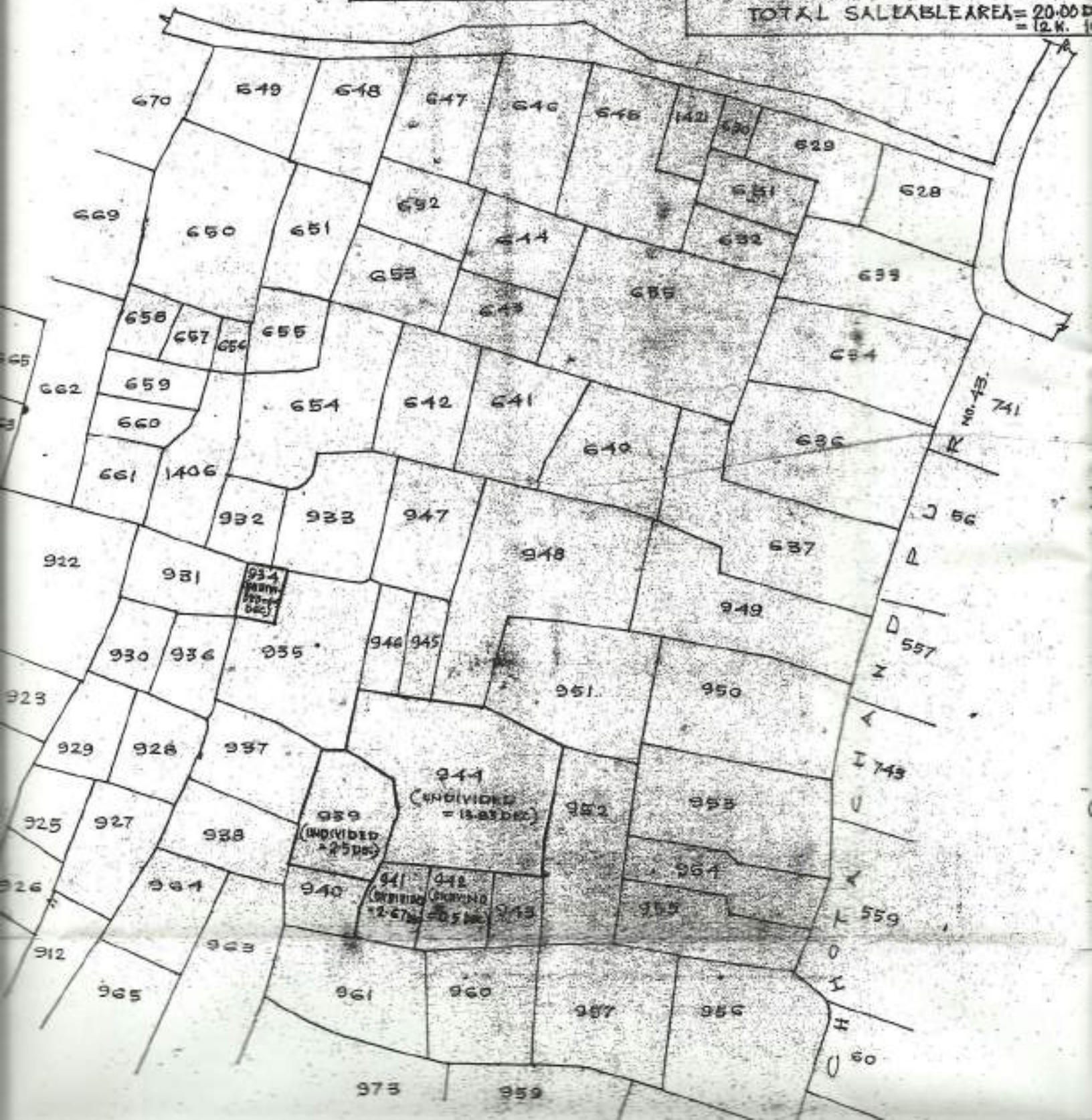
SITE PLAN OF DAGS IN PORTION OF EASTERN SIDE OF MOUZA BASINA, J.L. NO. 31, R.S. NO. , P.S. RAJARHAT, DIST. 24-PARGANAS (NORTH).

SCALE - 1" = 75' 0"

NOTE - THIS SITE PLAN OF DAGS DRAWN AS PER REVENUE SURVEY NO. 73 & 74 OF MOUZA-BASINA J.L. NO. 31, R.S. RAJARHAT.

NAME OF THE VENDOR	R.S. & LR DAG NO.	KHATIAN NO.	AREA OF DAGS SHOWN BY RED COLOUR BORDER (IN DECIMAL)	SALEABLE AREA (IN DEC)
RITA SARKAR	939	698	13.00	2.50 (1 K)
	941	345,698	7.00	2.67 (1 K)
	942	698	7.00	0.50 (4)
	944	60,698	10.00	13.83 (8 K)
	954	592	3.00	0.50 (4)

TOTAL SALEABLE AREA = 20.00 DEC = 12 K.



Office of the A. D. S. R. BIDHAN NAGAR
BIDHAN NAGAR
Endorsement For deed Number :I-12981 of :2008
(Serial No. 10644, 2008)

On 03/11/2008

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) = 15994/- on:03/11/2008

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- 1454545/-

Certified that the required stamp duty of this document is Rs 72727 /- and the Stamp duty paid as: Impressive Rs- 50

Deficit stamp duty

Deficit stamp duty 1.Rs 71444/- is paid, by the draft number 108197, Draft Date 26/09/2008 Bank Name STATE BANK OF INDIA, Calcutta, received on :03/11/2008. 2.Rs 1283/- is paid, by the draft number 109257, Draft Date 22/10/2008 Bank Name STATE BANK OF INDIA, Calcutta, received on :03/11/2008.

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

Presented for registration at 13.00 hrs on :03/11/2008, at the Office of the A. D. S. R. BIDHAN NAGAR by G K Bagari, Claimant.

Admission of Execution(Under Section 58)

Execution is admitted on 03/11/2008 by

1. Rita Sarkar, wife of Sanjay Sarkar ,Ah-3, Rajarhat Rd Jyangra Kolkata- ,Thana Rajarhat,Pin 700059, By caste Hindu,by Profession :House wife
2. Goutam Ghosh, son of Lt Sadhan Ghosh ,Vill- Basina P.o.-r-bishnupur North 24 Pgs ,Thana Rajarhat, By caste Hindu,by Profession :Business
3. G K Bagari, Director, Orchid Developers (pvt) Ltd,9-12, Lalbazar Street,Kol-700001,Kol-700001, profession :Business

Identified By Ruma Chakraborty, son of - - 10, Old Post Office Street High Court Kol- 700001 Thana: -, by caste Hindu,B: Profession :Advocate.

[Abhijit Kumar Das]

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

Govt. of West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 12
Page from 11556 to 11580
being No 12981 for the year 2008.



C
(Abhijit Kumar Das) 04-November-2008
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. BIDHAN NAGAR
West Bengal