

06409

9-06479

भारतीय गैर न्यायिक

पचास  
रुपये

रु. 50



INDIA

FIFTY  
RUPEES

Rs. 50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

E 939354

THIS DEED OF CONVEYANCE made this 22<sup>nd</sup> day of June Two Thousand Ten BETWEEN **MOLLA AFCHHAR** alias APCHAR ALI MOLLAH son of Md. Sovan Ali Mollah by faith Muslim by Nationality Indian by occupation Landowner residing at Basina ; P. S. Rajarhat ; District - 24 Parganas (North) hereinafter referred to and called as the **VENDOR** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs and successors and legal representatives and assigns) of the ONE PART ; AND

Certify that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document.

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

23 JUN 2010

VIC NO. 01795 year 2010

J(1) - 250

J(2) - 125

Total - 375

36301  
 Sold to: *AK Dasgupta*  
 Address: *B O Gosh*  
 18 JUN 2010  
 Val: *50*  
 L.S.V.  
 High Court

ORCHID DEVELOPERS PVT. LTD.

*Biswajit Dasgupta*  
 AUTHORIZED SIGNATORY



*N= 4180*

*Malla Afshar alias  
 Apeharali Mallah.*

*Tarun Mondal -  
 90 Khajendra Nath Mondal -  
 Mokis Jal P.S. New Town  
 Cal- 102*

*Buriny*



*[Signature]*  
 Addl District Sub-Registrar  
 Bidhan Nagar (Salt Lake City)  
 22 JUN 2010

**M/S. ORCHID DEVELOPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 and having its Registered Office at No. 9/12, Lal Bazar Street ; 3<sup>rd</sup> floor ; Block 'C' ; Kolkata - 700001 (hereinafter referred to and called as the 'PURCHASER') (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors in office, administrators, and assigns) of the OTHER PART ;

WHEREAS it has been represented to and assured by the Vendor to Mr. Basab Das Gupta an authorized representative of the purchaser as follows :-

- (a) One Nur Mahammad Mollah alias Noor Mondal, Inuis Ali Mollah & Chakina Khatun Bibi Sahaba were at all material times until the time hereinafter stated the recorded joint absolute owners of a plot of land measuring about 09 Satak lying and situate at Mouza - Basina ; Touzi No. 37 ; J. L. No. 31 ; Revenue Survey No. 53 ; comprised in C. S. Dag No. 658 ; corresponding to R. S. Dag No. 939 ; under C. S. Khatian No. 58 ; corresponding to R. S. Khatian No. 548 ; P. S. Rajarhat under Rajarhat Bishnnupur 2 No. Gramme Panchyat ; District 24 Parganas (North) more fully described in Schedule 'A' hereunder written and hereinafter referred to as the "said premises" ;
- (b) While seized and possessed of the said premises as aforesaid, the said Nur Mohammed Molla alias Noor Mondal and others as absolute joint owners of the said premises by virtue of a Registered Deed of Sale dated 10.11.1964 and recorded in Book No. 1 ; Volume No. 123 ; Pages 128 to 129 ; Being No. 8525 for the year 1964 sold transferred and conveyed the said premises unto and in favour of Rahim Baks Mondal ; Iman Ali Mondal ; Rehad Ali Mondal and Ahed Ali Mondal for valuable consideration ;
- (c) While seized and possessed of the said premises as aforesaid, the said Rahim Baks Mondal , Iman Ali Mondal and Rehad Ali Mondal and Ahed Ali Mondal as absolute joint owners thereof sold convey and transferred the said premises to one Tarapada Ruhidas, by virtue of Registered Deed of Sale dated 8.2.1968, Registered in the Office of the Sub-Registrar - Cossipore Dum Dum and recorded in Book No. 1 ; Volume No. 20 ; Pages 172 to 174 ; Being No. 975 for the year 1968 for valuable consideration ;

- (d) While seized and possessed of the said premises as aforesaid, the said Tarapada Ruhidas as sole and absolute owner thereof sold conveyed and transferred the same to one Anil Das by virtue of a Registered Deed of Sale dated 3.12.1975, registered in the office of the Sub-Registrar Cossipore Dum Dum and recorded in Book No. 1; Volume No. 180 ; Pages 72 to 74 ; Being No. 9996 for the year 1975 for valuable consideration ;
- (e) While seized and possessed of the said premises as aforesaid, the said Anil Das as sole and absolute owner thereof sold conveyed and transferred the same to one Nirmani Das by virtue of a Registered Deed of Sale dated 3.5.1977, registered in the office of the Sub-Registrar Cossipore Dum Dum and recorded in Book No. 1; Volume No. 73 ; Pages 65 to 67 ; Being No. 2527 for the year 1975 for valuable consideration ;
- (f) While seized and possessed of the said premises as aforesaid, the said Nirmani Das as sole and absolute owner thereof sold conveyed and transferred the same to Sri Manindranath Modok, Sri Ashoke Kumar Modok, Sri Kishore Kumar Modok, Sri Tarun Kumar Modok and Sri Shyam Sundar Modok by virtue of a Registered Deed of Sale dated 17.4.1979, registered in the office of the Sub-Registrar Cossipore Dum Dum and recorded in Book No. 1; Volume No. 44 ; Pages 235 to 238 ; Being No. 2604 for the year 1979 for valuable consideration ;
- (g) While seized and possessed of the said premises as aforesaid, the said Manindra Nath Modok , Sri Ashoke Kumar Modok , Sri Kishore Kumar Modok, Sri Tarun Kumar Modok and Sri Shyam Sundar Modok as absolute joint owner thereof sold conveyed and transferred 8 Satak of land out of the said premises to Apachar Ali Mollah, the Vendor herein by virtue of a Registered Deed of Sale dated 6.2.1997, registered in the office of the Additional District Sub-Registrar - Bidhan Nagar (Salt Lake City) and recorded in Book No. 1; Volume No. 123 pages 128 and 129 , Being No. 989 for the year 1997 for valuable consideration and since then the vendor is seized and possessed of and otherwise well and sufficiently entitled to as sole and absolute owner of the said 8 Satak of land out of the said premises ;
- (h) That the title of the vendor in respect of the aforesaid 8 Satak of land is good clear and marketable and that the same is free from

all encumbrances, charges, claim demand lispens, interruption, disturbance, hindrance, attachment trust and/or all other liabilities whatsoever and that save and except the vendor herein no one else is entitled, authorized and/or empowered to deal with the same in any manner whatsoever ;

- (i) That neither the said premises nor any part thereof is affected by the provisions of The West Bengal Thika Tenancy (Acquisition & Regulation) Act, 2001 or the erstwhile Calcutta Thika Tenancy (Acquisition & Regulation) Act, 1981 ;
- (j) That there is no impediment of any nature whatsoever either under any law for the time being in force or otherwise by or under which the vendor is or may be prevented from selling or transferring or conveying the said 8 Satak of land out of the said premises in favour of the purchaser herein ;
- (k) That the said premises is neither affected by any attachment including the attachment under any certificate case nor any proceedings have been started or pending at the instance of any other Government Authorities under the Public Demand Recovery Act or any other Acts whatsoever ;
- (l) That neither the said premises nor any portion thereof is affected by any notice or scheme of alignment of the local Municipality, Kolkata Metropolitan Development Authority or the Improvement Trust or the Government or any other Public Body or Authority whomsoever nor any notice of acquisition or requisition or alignment under any Act has been published or issued by any Government or Semi Government or Quasi Government Authorities ;
- (m) That the said premises or any part thereof is not affected by or subject to any mortgage including mortgage by deposit of title deeds or anomalous mortgage under the Transfer of Property Act, nor with any charges or annuity, nor any right of residence nor maintenance under any testamentary disposition, settlement or other documents or under any law, nor by any trust resulting or constructive arising under any debutter name, benami transactions, or otherwise nor by any debutter, wakf, devpuja or devseva, nor any attachment including attachment before Judgment of any Court or Authority, nor any right of any person under any agreement or

otherwise, nor any burden or obligation other than payment of Municipal Rates and Taxes, nor any restrictive covenant or any pre-emption agreement or any other encumbrance of any kind whatsoever nor by any decree or order including any injunction or prohibitory order ;

- (n) That the said premises is not affected by any right of way, water, light, support, drainage or any other easement with any other property or portion of any such property ;
- (o) That the said premises or any part thereof is not affected by any partition wall, common wall, drain, ways, path or passages ;
- (p) That after purchase of the said 8 Satak of land out of the said premises as hereinbefore stated the vendor is in uninterrupted exclusive and peaceful possession of the same as absolute owner thereof ;
- (q) That the said premises never vested in the Official Assignee or in the Receiver in Insolvency or any other Receiver ;
- (r) That there is no legal bar or impediment or any other difficulty in the Vendor's selling the said 8 Satak of land out of the said premises to the purchaser herein ;
- (s) That no suit or appeal or any litigation is at present pending in any court by any person against the vendor or her predecessors in title relating to the said premises or any portion thereof ;
- (t) That the said 8 Satak of land out of the said premises is under the Vendor's Khas possession and that at present there is no bargadar or bhagchasi in the said premises or any part thereof ;
- (u) That the vendor first offered the said 8 Satak of land to the other land owners of other adjacent plots and only upon their refusal to purchase the same, the vendor has approached the purchaser to purchase the same ;

AND WHEREAS relying on the aforesaid representations made and assurances given by the Vendor to the Purchaser and believing the same to be true and correct and acting on faith thereof, the purchaser has agreed to purchase 5 Satak of divided and demarcated land out of the said 8 Satak of land in the said

premises which is shown and delineated in the map annexed hereto and more fully described in Schedule 'A' hereunder written (hereinafter referred to as the "said property") from the Vendor absolutely and forever, free from all encumbrances, lispendens, trusts, attachment, claim, demands, charges and liabilities of whatsoever nature at or for a total consideration of Rs.1,50,000/- (Rupees One lac Fifty thousands) only;

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of Rs. 1,50,000/- (Rupees One lac Fifty thousands) only of good and lawful money of the Union of India well and truly paid by the purchaser to the Vendor on or before the execution of these presents (the receipt whereof, the Vendor doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit, release and for ever discharge the purchaser as also the "said property" hereby conveyed and transferred), the vendor doth hereby indefeasibly grant sell transfer convey assign and assure unto the purchaser free from all encumbrances, charges, lispendens, trust, claim demands, liabilities and/or attachment whatsoever the said property more particularly described in Schedule 'A' hereunder written OR HOWEVER OTHERWISE the said property now is or at any time or times heretofore was or were situated butted bounded called known numbered described and distinguished TOGETHER WITH all structure yards, court yards, areas, garden, fences, path, wall, passages, ways and water connections as also, sewers, drains, ditches, hedges, bushes, easements, water, water courses and appurtenances whatsoever and the full benefits and advantages of the former and ancient and other light, right, liberties, easements, quasi easements, privileges, appurtenances, emoluments, appendages whatsoever relating to the said property more fully described in Schedule 'A' hereunder written and hereby granted, transferred, conveyed, assigned and

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

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

- (a) That notwithstanding any act deed matter or thing whatsoever heretofore done committed or knowingly suffered by the vendor to the contrary, the vendor is lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said property more fully described in Schedule 'A' hereunder written and hereby granted conveyed transferred assigned sold and assured as absolute and indefeasible estate or an estate equivalent or analogous thereto and



free from all encumbrances, liens, charges, demand trusts and/or attachment whatsoever ;

- (b) That the vendor has full power and absolute authority and indefeasible right to grant convey transfer assign and sell the said property more fully described in Schedule 'A' hereunder written unto and to the use of the purchaser in the manner aforesaid and according to the true intent and meaning of these presents ;
- (c) That it shall be lawful for the purchaser at all times hereafter peaceably and quietly to enter upon and to hold occupy possess and enjoy the said property and to receive the rent, issues and profits thereof without any lawful eviction interruption disturbance hindrance claim or demand whatsoever from or by the vendor or from any person or persons having or lawfully or equitably claiming any estate right title and interest whatsoever in respect of the said property from under through or in trust for the vendor and that the purchaser shall be absolutely acquitted, exonerated and forever discharged or otherwise well and sufficiently indemnified or kept harmless against all charges and encumbrances whatsoever made done executed or occasioned by the vendor or his ancestors or "predecessors in title" ;
- (d) AND FURTHER THAT the vendor and all persons having or lawfully or equitably claiming any estate right title or interest whatsoever in the said property or any part thereof from through under or in trust for the vendor or from or under his ancestors or predecessors in title shall and will from time to time and at all times hereafter at every request and cost of the purchaser do make acknowledge and execute or cause to be done made, acknowledged and executed all such further or other acts deeds things and assurances whatsoever for further better and more perfectly assuring the said property hereby sold transferred conveyed assigned or assured unto and to the use of the purchaser in the manner aforesaid as shall or may from time to time be required ;
- (e) The vendor shall or will at all times hereafter at every request and cost of the purchaser, produce to the purchaser the deeds and writings which are in his custody or power evidencing the vendor's title to the said property and also furnish to the purchaser copies of or extract from the said deeds and/or writings ;

The Schedule 'A' above referred to :-

ALL THAT the divided and demarcated portion of land containing by estimation an area of about 5 Satak of land be the same a little more or less situate lying at and comprised in Mouza - Basina; J. L. No. 31 ; Revenue Survey No. 53 ; Touzi No. 37 ; under C. S. Khatian No. 58 ; R. S. Khatian No. 548 ; L. R. Khatian No. 586 ; C. S. Dag No. 658 ; R. S. Dag No. 939 ; P. S. Rajarhat within the local limits of Rajarhat Bishnujpur 1 No. Gram Panchayet, Additional District Sub-Registry Office at Bidhan Nagar (Salt Lake City) in the District of North 24 Parganas and shown and delineated in Red in the Map or Plan annexed hereto and butted and bounded in the manner follows :-

North by - R. S. Dag No 935 & R. S. Dag No. 944 ;

South by - Balance portion of R. S. Dag No. 939 ;

East by - R. S. Dag No. 944 ; and

West by - R. S. Dag No. 937 ;

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

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

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

Maha Afchar  
alias Apehar ali Mallah.

Tarun Mondal  
Mahaigra P. Col-102

Sujana Shosh  
Narayapur P.S. Air Port  
KOLKATA - 136.

RECEIPTAmount

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs. 1,50,000/- (Rupees One lac Fifty thousands) only towards the part payment of the total Consideration money as per this Agreement for sale as per memo written herein below.

Rs. 1,50,000/-Total Rs. 1,50,000/-

(Rupees One lac Fifty thousands) only.

MEMO OF CONSIDERATIONAmount

P.O. No 944265 dtd 18/06/2010

1,50,000/-

1,50,000/-

(Rupees One lac Fifty thousands) only.

Witness :

Tarun Mandal

Sujama Ghosh

Draited by :












Mr. N. K. Patni,  
Advocate.Malla Afekhar  
alias Apehar ali MallehVendor.

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

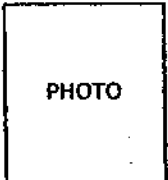
R.H. BOX- THUMB TO SMALL PRINTS

 Malla Af ehaz alias Apehar ali Malla	LH.					
	RH.					

ATTESTED :- Malla Af ehaz alias Apehar ali Malla.

 basu basu	LH.					
	RH.					

ATTESTED :- basu basu

 PHOTO	LH.					
	RH.					

ATTESTED :-



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

Endorsement For Deed Number : I - 06474 of 2010  
(Serial No. 06409 of 2010)

On 22/06/2010

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

Presented for registration at 19.35 hrs on :22/06/2010, at the Private residence by Basab Dasgupta ,Claimant.

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

Execution is admitted on 22/06/2010 by

1. Molla Afchhar Alias Apchar Ali Mollah, son of Md Sovan Ali Mollah , Village:Basina, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Muslim, By Profession : Others  
Identified By Tarun Mondal, son of Khagendranath Mondal, Mahisgote, Kolkata, Thana:-New Town, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700102 , By Caste: Hindu, By Profession: Business.

( Rajendra Prasad Upadhyay )  
ADDITIONAL DISTRICT SUB-REGISTRAR

On 23/06/2010

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23,4 of Indian Stamp Act 1899: also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

**Payment of Fees:**

Fee Paid in rupees under article : A(1) = 4191/- ,E = 14/- on 23/06/2010

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-381816/-

Certified that the required stamp duty of this document is Rs.- 19111 /- and the Stamp duty paid as: Impressive Rs.- 50/-

**Deficit stamp duty**

Deficit stamp duty Rs. 15483721/06/2010 State Bank of India, BIKASH BHVN GOVT CMPL, received on 23/06/2010



( Rajendra Prasad Upadhyay )  
ADDITIONAL DISTRICT SUB-REGISTRAR

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

( Rajendra Prasad Upadhyay )  
ADDITIONAL DISTRICT SUB-REGISTRAR

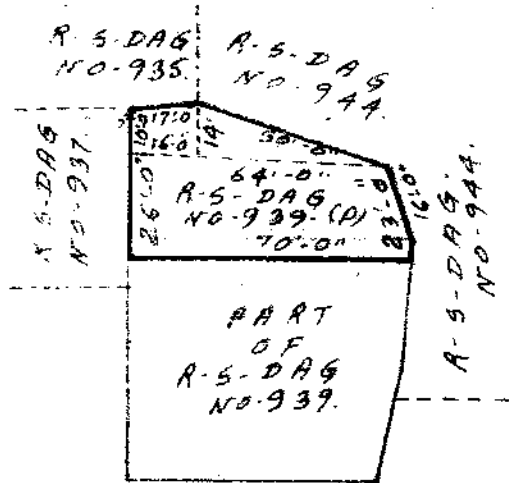
23/06/2010 15:56:00

23 JUN 2010

Endorsement Page 1 of 1

PART OF R.S. DAG NO. 939 OF  
 MALLA APECHAR ALI MALLA  
 NO. 26 OF KARNATAKA RYOTI DA PANNAS IN  
 UNDER SAJJARHAT BISHUUPUR II GRAM PANCHAYAT  
 VENDOR AFSAR ALI MOLLA  
 VENDOR

SCALE: 40:1 (IN)



SIG. OF VENDOR

Malla Afchar  
 alias Apechar ali Malleh.

AREA STATEMENT

R.S. DAG NO.	DC
939(PART)	(0.0500)

(IN RED COLOUR)

Date: 15/6/2010  
**ANIL GHOSH**  
 Plan Maker & Surveyor  
 Bahadur, Choto Chandpur  
 Road. No. 15742

DRAWN BY

Certificate of Registration under section 67 and Rule 69.

Registered in Book - 1  
CD Volume number 11  
Page from 2175 to 2189  
being No 06474 for the year 2010.



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