

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

F 032686

Certify that the document is admitted to sheets and registration. The signature attached registration sheets are the part of Sub-Registrar with this documents are the part of the part of

AUG 2010

THIS INDENTURE made this 2 rolday of August (1) AAYATAN BIBI wife of Late Jamir Ali Molla ; (2) PIYAR ALI MONDAL son of Late Hatem Ali Molla ; (3) SAMSERALI MOLLA son of Late Jamir Ali Molla ; (4) JAMSER ALI MOLLA son of Late Jamir Ali Molla AND (5) AAHALLADI BIBI wife of Late Tahir Ali Mistry all of Mouza Basina, Thana Rajarhat Dist. North 24 parganas, all by faith Muslim all by Occupation Agriculture represented by their constituted Attorney CHHUNNAT ALI MIR son of Late Ambat Ali Mir by faith Muslim by occupation Agriculture and of Mouza Mohammedpur P. S.Rajarhat; Disst. 24 Parganas (North) (hereafter jointly referred to as the "VENDORS") (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representative ,executors, administrators

V/c No. 02232 year - 2010

63944

ORCHID DEVELOPERS PVT. LTD.

19/2, Lal Bazar Street, 3rd Floor
Block 'C' Kolkata—700001

F. Bouleban A., Sal-1

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C. M. M. Court 2. Bankstail St. Kol-1



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As Constituted Altoney of

& PIYAR ALL MONDAL

SAMSER ALL MOLLA.

Y JAMSER ALT MORLA.

ARHALLATOT BIBI.

Tarum Mendal -

Sto Khagen dramath Handal Mosiss gut P.9. New Town

Kot-102 Service



Addi. District Sub-Registrar

Bidhangagar, (Salt Lake City)

and/or assigns) of the FIRST PART AND 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, 3rd Floor ,Block -'C'; Kolkata - 700 001 represented by its Authorised representative Sri Basab Das Gupta (herein after referred to as the "**PURCHASER**") (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office, administrators and/or Assigns) of the SECOND PART:

WHERES it has been represented to and assured by the vendors to Mr. Basab Dasgupta the authorized representative of the purchaser as follows:-

- A. That one Jamir Ali Mondal alias Molla (since deceased) during his life time and at the time of his death was seized and possessed of and otherwise well and sufficiently entitled to as sole and absolute owner of ALL THAT piece and parcel of Mokarari Mourashi Land with structures thereon containing by estimation an area of about 0.02 Acres more or less situate and lying at District North 24 Parganas Additional Sub Registry Office Bidhan Nagar (Salt Lake City) Under Kolkata Pargana and Rajarhat Bishnupur -2 Number Gramme Panchayat; Mouza Basina Gramme; J.L.No.31; Touzi No. 37 and comprised in R. S. Dag Numbers 940 and 994 respectively (each Dag having 0.01 acre of land) Khatian No. 412; P. S. Rajarhat (hereinafter collectively referred to as the "said plot"/"said property");
- B. The said Jamir Ali Mondal died intestate leaving behind him surviving vendors Nos. 1, 3, 4, 5 and 6 above named and his another son Hatem Ali Molla (since deceased) who upon the death of the said Jamir Ali Mondal became absolute Joint owners of the said Plot. However the said Hatem Ali Molla the son of Late Jamir Ali Mondal also died Intestate in the Mean time leaning behind him surviving the vendor No. 2 as his only heir and legal representative and upon

- her death the vendors above named seized and possessed of and otherwise well and sufficiently entitled to as absolute joint owners of the said plot;
- C. That the title of the vendors in respect of the said plot is good clear and marketable and that the said plot is free from all encumbrances ,charges ,demands lispendens ,attachment and/or trust whatsoever and that save and except the vendors on one are authorized and /or empowered to deal with the said plot in any manner whatsoever;
- D. That neither the said plot nor any part thereof is affected by the provisions of The West Bengal Thika Tenancy (Acquisition & Regulation ) Act, 2001 or the erstwhile Calcutta Thika Tenancies (Acquisition & Regulation) Act, 1981;
- E. That there is no impediment of any nature whatsoever by or under which the vendors are or may be prevented from selling or transferring the said plot or any part or portion thereof in favour of the purchaser;
- F. That the said plot is neither affected by any attachment in any execution case or any attachment under any certificate case nor any proceeding have been started or pending or filed at the instance of the Income Tax Authorities in connection with Income Tax, Excess Profit Tax, Business Profit tax, Expenditure Tax, Gift Tax and /or Wealth Tax or at the instance of any other Government or Semi Government or Quasi Government Authorities under the public demand Recovery Act or Laws whatsoever;
- G. That neither the said plot nor any portion thereof is affected by any notice or scheme of alignment of the Local Municipality or Local Panchayat, Kolkata Metropolitan Development Authority or the Kolkata Improvement Trust or the Government ,Quasi Government or Semi Government Authorities 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 Authorities;

- H. That the said plot or any part thereof is neither 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 charge or lien or any annuity, or any right of residence or 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 charge nor any lispendens nor any lease in law or in equity or any agreement to lease nor any agreement for sale nor any attachment including attachment before Judgment of any Court or Authority nor any right of any person under any agreement or otherwise or any burden or obligation other than payment of municipal rates and taxes or payment of any Government charges and dues nor any restrictive covenant or any preemption agreement or any other encumbrance of any kind whatsoever nor by any decree or order including any injunction or prohibitory order;
- That the said plot is not affected by any right of way ,water ,light ,support ,drainage or any other easement with any other person or property;
- J. That the said plot or any part thereof is not affected by any partition wall, common wall, drains ways, paths or passages;
- K. That only the vendors are in uninterrupted exclusive and peaceful possession of the said plot as absolute joint owners thereof;
- L. That the said plot never vested in Official Assignee or in the Receiver in Insolvency or any other Receiver;
- M. That there is no legal bar or impediment or any other difficulty in the vendors' selling the said plot to the purchaser;
- N. That no suit or appeal or any litigation is pending in any court by any person against the vendors relating to the said plot or any portion thereof;

AND WHEREAS relying on the aforesaid representations made and assurances given by the Vendors to the purchaser's said Director, and believing the same to be true and correct and acting on faith thereof, the purchaser has agreed to purchase the said plot containing by estimation a total area of about 0.02 Acre of land (Dag No.940 measuring 0.01 Acre and Dag No 994 containing an area of about 0.01 Acre respectively) and shown and delineated in Red in the Map or Plan annexed hereto and more fully described in schedule 'A' hereunder written (hereinafter also referred to as the "said property") from the Vendors absolutely and forever, free from all encumbrances, lispendens, trusts, attachment, claims, demands, charges and liabilities of whatsoever nature at or for a total consideration of Rs. 60,000/-(Rupees Sixty Thousands) only;

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of Rs. 60,000/- (Rupees Sixty thousands) only of good and lawful money of the Union of India well and truly paid by the purchaser to the Vendors on or before the execution of these presents (the receipt whereof, the Vendors 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 forever discharge the purchaser as also the "said property" hereby conveyed and transferred), the vendors 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 yards , court yards , areas ,garden, fences, paths ,wall, passages, ways and water connection 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 vendors and /or their 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 miniments 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 vendors or any person or persons from whom the vendors 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, lispendens ,trust ,attachment ,claim ,demands, charges and liabilities whatsoever.

AND the Vendors 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 vendors to the contrary, the vendors

are 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 ,lispendens ,charges, demand trusts and /or attachment whatsoever;

- (b) That the vendors have 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 of or by the vendors 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 vendors 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 vendors or their ancestors or "predecessors in title";
- (d) AND FURTHER THAT the vendors 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 vendors or from or under their 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 vendors 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 their custody or power evidencing the vendors' title to the said property and also furnish to the purchaser copies of or extract from the said deeds and /or writings;

#### THE SECHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece and parcel of Mokarari Mourashi, land with structures thereon comprised in R. S. Dag No. 940 and 994 respectively; Khatian No. 412 containing by estimation an area of about 0.02 area of land more or less (Dag No. 940 land measuring 0.01 acre and Dag No. 994 Land measuring 0.01 acre) situate and lying at district North 24 Parganas; Additional Sub-Registry office Bidhan Nagar (Salt Lake) under Kolkata Pargana and Rajarhat Bishnupur Two Number Gramme Panchayat; Mouza - Basina Gramme; J. L.No. 31; Touzi No. 37; P. S. Rajarhat and shown and delineated in Red in the Map or Plan annexed hereto and butted and bounded in the manner as follows ,that is to say :-

> 940 994

On the North by - Part of R. S. Dag No. 940; Part of R. S. Dag No. 994;

On the South by- R. S. Dag No. 961;

R. S. Dag No. 1018;

On the East by- Part of R. S. Dag NO. 940;

R. S. Dag No. 995;

On the West by- R. S. Dag No. 963;

Part of R. S. Dag No. 994;

OR HOWSOEVER OTHERWISE the same now is or heretofore was situated lying at butted bounded called known numbered described or distinguished.

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

SIGNED SEALED AND DELIVERED by the

Above named VENDORS at Kolkata

In the presence of

ক্ষাৰ তথ্য কৰিব

As Constituted Allorney of

A DAYATAN BIBI.

LE PIYAR ALI MONDAL.

(3 SAMSER ALL MOLLA.

4 JAMSER ALL MOLLA.

25 AAHALLADE BEBE.

Tarun Mondal.
Mosign gal-Kol-102

RECEIPT

Amount

RECEIVED of land from the within named Purchaser the within mentioned sum of Rs. 60,000/- (Rupees Sixty thousands ) only towards the full payment Of the total Consideration money as per memo written herein below.

Rs. 60,000/-

Total Rs. 60,000/-

(Rupees Sixty thousands ) only.

# MEMO OF CONSIDARETION BELOW

Amount

60,000.00

Cash

(Rupees Sixty Thousands) only.

Witness

Soon of Supply Torum Monday .

Drafted By;

Mr. N.K.Patni,

Advocate

6. Old Post Office Street

Kolkata -700 001.

Denors Sir

As Constituted Plannay of

A ARYATAN BIBE,

& PIYAR ALI MONDAL.

& SAMSER ARI MORLA.

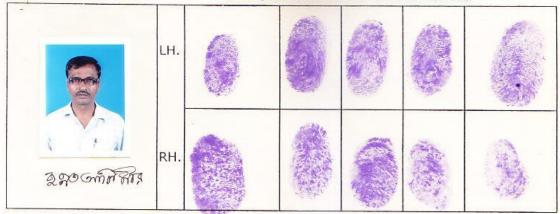
4 JAMSER ALL MOLLA.

LE ARHARLADI BIBI.

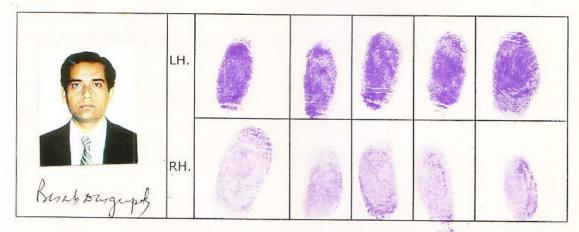
PRESENTANT/ EXECUTANT/SELLER/ BUYER/CAIMENT WITH PHOTO

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

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

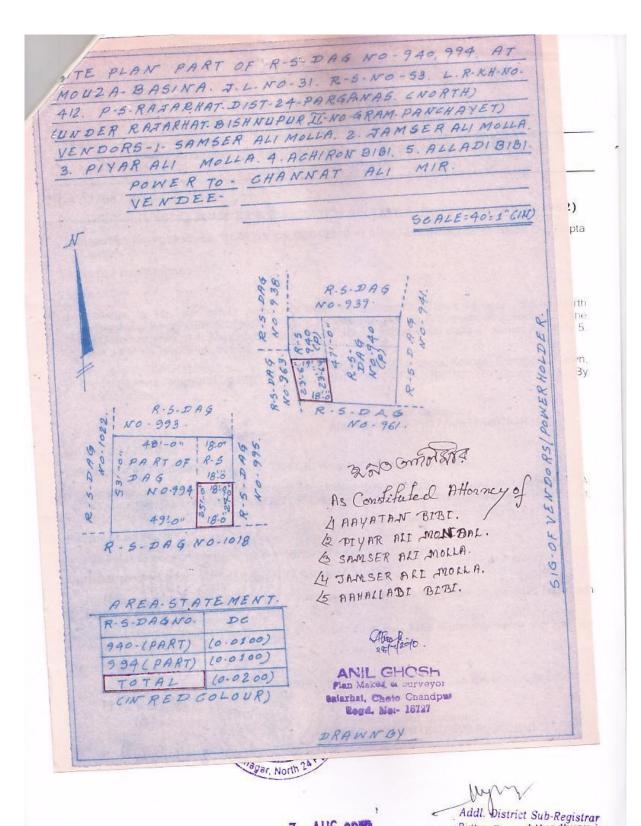


ATTESTED :-



ATTESTED: - bural pragupts

	LH.		
РНОТО			
	RH.		



3 AUG 2010

( Rajendra Pogsack Upadiyay )
ADDITIONAL DISTRICT SUB-REGISTRAR
EndorsementPage 1 of 1

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

# Endorsement For Deed Number: I - 07960 of 2010 (Serial No. 07831 of 2010)

### On 02/08/2010

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

Presented for registration at 21.40 hrs on :02/08/2010, at the Private residence by Basab Das Gupta Claimant.

#### **Executed by Attorney**

#### Execution by

1. Chhunnat Ali Mir, son of Lt Ambal Ali Mir , Mahammedpur, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- By Caste Muslim By Profession: Professionals, as the constituted attorney of 1. Aayatan Bibi 2. Piyar Ali Mondal 3. Samserali Molla 4. Jamser Ali Molla 5. Aahalladi Molla is admitted by him.

Identified By Tarun Mondal, son of Khagendra Nath Mondal, Mohishgot, Kolkata, Thana:-New Town, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700102 , By Caste: Hindu, By Profession: Service.

> (Rajendra Prasad Upadhyay) ADDITIONAL DISTRICT SUB-REGISTRAR

### On 03/08/2010

### 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) = 1672/- ,E = 14/- on 03/08/2010

क्षा अवव हि

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

Seal

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-152726/-

Certified that the required stamp duty of this document is Rs.- 7656 /- and the Stamp duty paid as Impresive Rs.- 50/-Additional Distric

Deficit stamp duty

Deficit stamp duty Rs. 7619/

108 2010 State Bank of India, CF BLOCK, SALT LAKE.

Rajendra Prasad Upadhyay )

ADDITIONAL DISTRICT SUB-REGISTRAR

Addl. District Sub-Registrar (Rajendica Propad Upadhyay) NAL DISTRICT SUB-REGISTRAN

EndorsementPage 1 of 1

03/08/2010 14:36:00

surviving the vendor No. 2 as his only heir and legal representative and upon

# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 13 Page from 7896 to 7910 being No 07960 for the year 2010.



(Rajenda Prasad Upadhyay) 03-August-2010 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A. D. S. R. BIDHAN NAGAR West Bengal