

14/08/11

D 16825



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Certified that the document is admitted to registration. The signature Sheet / Sheet's and the endorsements (if any) Sheet's attached with this document's are the part of this document

Registrar I/S 7(2)
District Sub Registrar II
24 Fgs (N) Barasat

21 DEC 2011

THIS INDENTURE made this 20th day of December, 2010 (2011)

BETWEEN

(1) SMT. HIRAMOTI DAW, wife of Late Bhabani Kumar Daw, (2) SRI BIRENDRA NARAYAN DAW (3) SRI BARENDRA NARAYAN DAW (4) SRI BOJENDRA NARAYAN DAW all sons of Late Bhabani Kumar Daw (5) MS. DIPTI DAW, daughter of Late Bhabani Kumar Daw and all residing at Premises no. 12, Becharam Chatterjee Lane, Police Station - Burtolla, Kolkata - 700 005 All by religion Hindu, by occupation land holder hereinafter jointly referred to as the "VENDORS" (which expression shall mean and include their respective heirs, executors, representatives and administrators) of the FIRST PART :

AND

C 576728

Handwritten notes: 1050, 23, 28208400, 310767, 187, 3109548, 2507



Handwritten signatures and names: Birendra Narayan Daw, Barendra Narayan Daw, Bojendra Narayan Daw, 11/12/11

Handwritten notes: V.C. NO = 2088, Dt. = 20.12.11, 250, 1000, 12507

নং 4732 জে 26/5/10 মূল 1000
ক্রতার নাম _____
সং _____
ক্রয় ভেদার স্বাক্ষর _____
বিধান নগর (সবটলেক সিটি) এ বি এম আর এ
সেই স্থাপন ক্রয় তার _____
সনদের নং _____ ফেট কত টাকা খরিস _____

Lumex Unnany Pvt. Ltd.
190/A, Purbani
Sonechamastula
Unit 11

17 MAY 2010

650000

টেক্সটাইল ইন্ডাস্ট্রিজ লিমিটেডের মিতা দস্ত

গোেনকা

4448

গোেনকা
(ANUP GOENKA)

4449

Bisendra Narayan Das

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Bazendra Narayan Das

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দীপ্তি দাঁ



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[1] M/S LUMEX VINIMAY PRIVATE LIMITED, [2] M/S MARVELLOUS DEALERS PRIVATE LIMITED, [3] M/S MESMERIC VANIJYA PRIVATE LIMITED, [4] M/S STERLING ADVISORS PRIVATE LIMITED, [5] M/S GLADYS VINCOM PRIVATE LIMITED, [6] M/S CAIRO COMMERCIAL PRIVATE LIMITED, [7] M/S NANDIKA DISTRIBUTORS PRIVATE LIMITED, [8] M/S GOLDENROD TIEUP PRIVATE LIMITED, [9] M/S TRUMPET COMMOSALE PRIVATE LIMITED, [10] M/S DAHLIA TRADECOM PRIVATE LIMITED, [11] M/S CONWAY CONSULTANTS PRIVATE LIMITED, [12] M/S ALTON VANIJYA PRIVATE LIMITED, [13] M/S TELSTAR TRADELINK PRIVATE LIMITED, [14] M/S SHRIVALLI DEALTRADE PRIVATE LIMITED, [15] M/S CORNET VINCOM PRIVATE LIMITED, [16] M/S ZENOM MARKETING PRIVATE LIMITED [17] M/S ZENOM MERCHANDISE PRIVATE LIMITED [18] M/S PREST MERCHANTS PRIVATE LIMITED [19] M/S BLACKPOOL DISTRIBUTORS PRIVATE LIMITED [20] M/S STEP FORWARD COMMERCE PRIVATE LIMITED [21] M/S EMPRO COMMERCE PRIVATE LIMITED [22] M/S VIGHNESS COMMODEAL PRIVATE LIMITED all 1 to 22 companies are companies incorporated under the provisions of The Companies Act, 1956 and all having its registered office at 190/A, Putiari Panchanantala Road, P.S. Thakurpukur, Kolkata – 700 041 represented by its Director Mr. Anup Goenka son of Sri Nagamal A Goenka, by faith Hindu, by occupation Business, by nationality Indian, residing at 120, Block "C", Bangur Avenue, P.S. Lake Town, Kolkata – 700 055, hereinafter referred to as the "PURCHASERS" (which expression shall unless excluded by the context mean and include its successors or successors-in-office and/or assigns) of the **SECOND PART** :

W H E R E A S

1. One Pearylal Daw son of Kashinath Daw, by virtue of Redemption Certificate executed in his favour on 20th May, 1909 by the Secretary of State for Indian Council represented through the Collector of 24-Parganas became absolute owner of All That piece and parcel of land measuring about 11 Bighas 1 cottah and 2 chittacks equivalent to 3.6486 acres of Holding No.71A, Sub Division -6, Division No.11, situated at New Dakhindari No. 1298 which was recorded under C.s. Khatian No. 245 comprised in C.S. Dag Nos. 1166, 1168, 1169, 1170, 1171, 1172, 1173 and 1167/1198 for land measuring 3.4792 acres and under C.S. Khatian No. 246 in C.S. Dag No. 1167 land measuring 0.1175 acres and under C.S. Khatian No. 247 comprised in C.S. Dag No. 1165 of land measuring 0.0519 acres all under Mouza Dakhindari, J.L. No.25, Touzi No. 1293/2833, Sub-Division No. 6, Division No.11, pargana Panchannagram, P.S. Lake Town within the Local territory of Holding No.71A of South Dum Dum Municipality more fully mentioned in **Schedule - A** hereunder written.

2. The said Pearylal Daw died intestate in the year 1928 leaving him surviving five sons, viz. (i) Satya Charan Daw, (ii) Naba Kumar Daw, (iii) Janendra Nath Daw, (iv) Jiban Krishna Daw and (v) Hiralal Daw as his legal heirs under the Dayabhaga School of Hindu Law who jointly inherited the estate left by him including the land described in **Schedule - A** hereunder written.

Bisandha Marayan Daw.

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Banjara Nandji Dn

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Identified by me
L-1 of H. Nandji Dn
Banji Baneja
Advt.



Banji Baneja
Advt.
c/o. Nandji Dn

[Signature]
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3. The said Satya Charan Daw died intestate on 15th July, 1936 and his widow also died leaving them surviving two sons to wit Niranjan Daw and Dhiren Daw as their sole heirs under the Dayabhaga School of Hindu Law to inherit undivided equal 1/5th part or share in the land described in **Schedule - A** hereunder written.

4. The said Niranjan Daw died intestate and a bachelor in the year 1938 leaving his brother Dhiren Daw as his sole heir to inherit his undivided 1/10th share in the land described in Schedule A hereunder written under Dayabhaga School of Hindu Law.

5. The said Dhiren who was childless died intestate in the year 1940 leaving him surviving his four uncles namely (i) Naba Kumar Daw, (ii) Janendra Nath Daw, (iii) Jiban Krishna Daw and (iv) Hiralal Daw as his sole heirs under Dayabhaga School of Hindu Law to inherit his undivided 1/5th share in the land described in Schedule A hereunder written;

Thus the remaining four sons of Late Pearylal Daw jointly became the owners of the land described in Schedule A hereunder written each having undivided 25% share therein.

6. The said Naba Kumar Daw died intestate on 25th April, 1950 as a bachelor leaving his three brothers namely (i) Janendra Nath (Chandra) Daw, (ii) Jiban Krishna Daw and (iii) Hiralal Daw as his sole heirs under Dayabhago School of Hindu Law to inherit his undivided equal 25% share in the land described in schedule A hereunder written.

Thus the said three sons of Late Peayrilal Daw namely Janendra Nath (Chandra) Daw, Jiban Krishna Daw and Hiralal Daw jointly became the owners of the land described in Schedule A hereunder written each having undivided 1/3rd share therein;

7. The said Janendra Nath Daw died intestate on 28th March 1958 leaving him surviving his widow Smt. Susma Sundari Daw, three sons namely Samarendra Nath Daw, Gouri Shankar Daw and Bhabani Kumar Daw and three daughters namely Smt. Bhanumati Daw, Smt. Basumati Daw and Smt. Tarubala Daw as his sole heirs and heiresses under the Hindu Succession Act, 1956;

8. By a deed of Gift dated 9th June, 1959 and registered in the office of Registrar of Assurances, Calcutta in Book-I, Volume 52, pages 272 to 278 being No. 2617 for the year 1959 the said Smt. Susma Sundari Daw, Smt. Bhanumati Daw, Smt. Basumati Daw and Smt. Tarubala Daw transferred their undivided shares and All their right, title and interest inherited by them from Late Janendra Nath Daw in the land described in Schedule A hereunder written in favour of the said Sri Samarendra Nath Daw, Sri Gouri Shankar Daw and Bhabani Kumar Daw **absolutely**.

Bisendra Narayan Daw.



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Thus by virtue of the said Deed of Gift the said three sons of Late Janendra Nath Daw namely Sri Samarendra Nath Daw, Sri Gouri Shankar Daw and Bhabani Kumar Daw became the joint owners of undivided equal $1/3^{\text{rd}}$ (one third) share belonging to their father Late Janendra Nath Daw in the said land described in Schedule A hereunder written each having undivided equal $1/9^{\text{th}}$ share therein.

9. The said Samarendra Nath Daw who was the owner of undivided $1/9^{\text{th}}$ share in the land described in Schedule A hereunder written died intestate on 28th December, 1980 leaving him surviving three sons namely Rajendra Narayan Daw, Prasanto Narayan Daw and Ashis Narayan Daw and three daughters namely Smt. Padma Daw nee Nag, Smt. Champa Daw nee Paul and Smt. Shanti Daw nee Dutta as his sole heirs and heiresses under the Hindu Succession Act, 1956 his wife having pre-deceased him.

Thus the said three sons and three daughters of Late Samarendra Nath Daw jointly inherited undivided equal $1/9^{\text{th}}$ share belonging to Samarendra Nath Daw in the land described in Schedule A hereunder written in equal share each having undivided $1/54^{\text{th}}$ share therein.

10. The said Gouri Shankar Daw who was the owner of undivided $1/9^{\text{th}}$ share in the land described in Schedule A hereunder written died intestate on 12th September, 1966 leaving him surviving his widow Smt. Chandra Mala Daw, five sons and one daughter namely (i) Ashok Narayan Daw, (ii) Tapendra Narayan Daw, (iii) Nirmalendu Narayan Daw, (iv) Soumendra Narayan Daw (v) Dinendra Narayan Daw and (vi) Smt. Sandhya Rani Daw nee Kundu as his sole heirs and heiresses. The said Smt. Chandra Mala Daw also died leaving her said five sons and one daughter. Accordingly the said five sons and one daughter of Late Gouri Shankar Daw jointly inherited undivided $1/9^{\text{th}}$ share of the land described in Schedule A hereunder written belonging to the said Gouri Shankar Daw in equal share each having undivided $1/54^{\text{th}}$ share therein under the Hindu succession Act, 1956;

11. The said Ashok Narayan Daw who was a widower died intestate on 1st September, 2009 leaving him surviving his only son Sri Avishek Narayan Daw as his sole heir under the Hindu succession Act, 1956 and accordingly the said Avishek Narayan Daw inherited undivided $1/54^{\text{th}}$ share in the land described in Schedule A hereunder written belonging to Late Ashok Narayan Daw.

12. The said Bhabani Kumar Daw who was the owner of undivided $1/9^{\text{th}}$ share in the land described in Schedule A hereunder died intestate on 16th August, 1989 leaving him surviving his widow Smt. Hiramoti Daw, three sons namely Birendra Narayan Daw, Barendra Naryan Daw and Bojendra Narayan Daw and one daughter Smt. Dipti Daw as his sole heiresses and heirs under the Hindu Succession Act, 1956 and they jointly

Birendra Narayan Daw.



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inherited the said undivided $1/9^{\text{th}}$ share of Bhabani Kumar Daw jointly in equal share each having undivided $1/45^{\text{th}}$ share therein;

13. The said Jiban Krishna Daw son of Late Pearylal Daw owner of undivided $1/3^{\text{rd}}$ share in the land described in Schedule A hereunder written died intestate on 26.8.1956 leaving him surviving his widow Smt. Nabalina Daw two sons namely Amarendra Narayan Daw and Sailendra Narayan Daw and seven daughters namely (i) Smt. Bijoli Daw, (ii) Smt. Hasi Daw, (iii) Smt. Gita Daw, (iv) Smt. Puspa Daw, (v) Smt. Arati Daw, (vi) Smt. Padma Daw and (vii) Smt. Abhaya Daw as his sole heirs and heiresses under the Hindu Succession Act, 1956 who inherited the undivided $1/3^{\text{rd}}$ share in the said land belonging to him in equal share each having undivided $1/30^{\text{th}}$ share therein;

14. By a Deed of Gift dated 24th February, 1958 and registered in the office of Registrar of Assurances, Calcutta in Book-I, volume 36 pages 73 to 80 being No. 752 for the year 1958 the said Smt. Nabalina Daw, Bijoli Daw, Hasi Daw, Gita Daw, Puspa Daw, Arati Daw, Padma Daw and Abhaya Daw transferred their respective undivided shares in the land described in Schedule A hereunder written in favour of the said Amarendra Narayan Daw and Sri Sailendra Narayan Daw absolutely in equal share;

Thus by virtue of the said Deed of Gift the said Sri Amarendra Narayan Daw and Sri Sailendra Narayan Dawn became owner of undivided $1/6^{\text{th}}$ share each in the land described in Schedule A hereunder written.

15. The said Amarendra Narayan Daw who was the owner of undivided $1/6^{\text{th}}$ share in the land described in the Schedule A hereunder written died intestate on 28th April, 1990 leaving him surviving his widow Smt. Jayanti Daw and only daughter Smt. Ruma Daw nee Dutta as his sole heiresses under the Hindu Succession Act, 1956 who jointly inherited his undivided $1/6^{\text{th}}$ share in the land in equal share each having undivided $1/12^{\text{th}}$ share therein;

16. The said Late Hiralal Daw executed a Deed of Trust in respect of undivided $1/3^{\text{rd}}$ share in the properties described in the Schedule A hereunder written and the same has not been included in this conveyance.

17. The total area of the property described in Schedule A hereunder written was 3.6486 acres equivalent to 11 Bighas 1 cottah 2 chittacks more or less. The Vendors hereby represent and declare that the aforesaid area of 11 Bighas 1 cottah 2 chittacks more or less was reduced by 11 Cottahs 14 Chittacks due to dakhla and/or occupation by occupiers who got their names recorded and mutated in the record of rights details of which are as follows : (a) land measuring 0.1175 acres (equivalent to 7 Cottahs 1 chittack) more or less in C.S. Khatian No. 246, C.S. Dag No. 1167 in Mouza Dakhindari recorded in the name of Dakhalkar, (b) land measuring 0.0519 acres (equivalent to 3

Bixendra Narayan Daw.



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Cottahs 2 Chittacks and 15 sq. ft. more or less in C.S. Khatian No. 247, C.S. Dag No. 1165 in Mouza Dakhindari, recorded in the name of Dakhalkar (c) land measuring 0.0275 acres (equivalent to 1 cottahs 10 chittacks 30 sq.ft.) more or less in C.S & R.S. Dag No. 1167/1198 in C.S. Khatian No. 245, R.S. Khatian No. 442 also in Mouza Dakhindari, recorded in the name of Dakhalkar. Thus the total area under dakhalkar works out to 0.1969 acres equivalent to 11 Cottahs 14 Chittacks. The Dakhalkar have recorded their names in the "Record of right" in respect of their occupied land before the Land & Land Reforms Officer, Government of West Bengal and paying necessary rents and taxes, as such the Vendors have no right title and interest in the aforesaid land written above.

18. Thus, after deducting 0.1969 acres (equivalent to 11 cottahs 14 chittacks) more or less out of the total land area of 3.6486 acres as mentioned in Schedule "A" land the legal heirs of Late Peari Lal Daw are now fully seized and possessed of All That the piece and parcel of land area measuring 3.4517 acres (equivalent to 209 cottahs 4 chittacks) more or less together with structures comprised in and situated at Mouza Dakshindari, J.L. No. 25, R.S. No. 6, G.D. 1 Sub-Division No. 6, Touzi No.1298/2833, parganas Panchannagram comprising of C.S. Dag Nos. 1166, 1168, 1169, 1170, 1171, 1172 and 1173 under C.S. Khatian No. 245 and R.S. Dag Nos. 1166, 1168, 1169, 1170, 1171, 1172, 1173 and 1171/4601 under R.S. Khatian Nos. 730, 731, 732, 733, 758, 759, 760, 761 being Municipal Holding No. 116 (old No. 71A) Kolkata-700048 under South Dum Dum Municipality, Sub-Registry Office Cossipore Dum Dum at present Bidhan Nagar, Police Station Lake Town in the District of North 24-Parganas more fully and particularly described in "Schedule - B", hereinafter referred to as "the said land", hereunder written and have recorded their names in the "record of rights" in respect of the said land before the Land and Land Reforms Officer, Government of West Bengal and the South Dum Dum Municipality and have been paying necessary rents and taxes regularly;

19. Thus we, as the sole heiresses and heirs of Late Bhabani Kumar Daw who had got undivided 1/9th share in the land described in Schedule A hereunder written jointly have got undivided 1/9th share in the land described in Schedule A hereunder written each having undivided 1/45th share therein.

20. The vendors herein jointly are now peacefully seized and possessed of All That the undivided 1/9th share and/or interest being 0.3835 acres equivalent to 23 cottahs 3 chittacks 40 sq.ft. more or less in the said Schedule "B" land more fully and particularly described in "Schedule - C" hereunder written and referred to as "the said share".

21. The Vendors herein has represented to the Purchasers that the Vendors along with the aforesaid co-owners are jointly the full and absolute owners of the entirety of the said Schedule 'B' land which has been numbered as Holding No. 116, Dakhindari

Bisondra Narayan Daw .



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Road, Kolkata-700048, free from all encumbrances, charges, liens, lispendens, acquisition, requisition and alignment whatsoever and howsoever and that apart from them, no one else is entitled to the said land being holding No.116, Dakhindari Road, Kolkata-700 048 or any part thereof.

22. The vendors herein approached the purchaser herein to purchase the said land and relying upon the aforesaid representations of the Vendors the parties herein have by an Agreement dated 11/6/2007 made between the Vendors therein referred to as the Owners/Vendors of the First Part, and one of the Purchasers herein, therein referred to as the Purchaser of the Other Part agreed to sell their un-divided 1/9th share being 0.9176 acres (equivalent to 23 cottahs 3 chittacks 40 Sq.ft.) more or less and/or their entire right title and interest in All That the piece and parcel of land area measuring 3.4517 acres (equivalent to 209 cottahs 4 chittacks) more or less together with structures comprised in and situated at Mouza Dakhindari, J.L. No. 25, R.S. No. 6, G.D. No.1, Sub-Division No.6, Touzi No. 1298/2833, Parganas, Panchannagram, comprising of C.S. Dag nos. 1166, 1168, 1169, 1170, 1171, 1172 and 1173 under C.S. Khatian No. 245 and R.S. Dag Nos. 1166, 1168, 1169, 1170, 1171, 1172, 1173 and 1171/4601 under R.S. Khatian Nos. 730, 731, 732, 733, 758, 759, 760, 761 being Municipal Holding No. 116 (old No. 71A) Kolkata-700048, under South Dum Dum Municipality, Sub-Registry Office Cossipore Dum Dum at present Bidhan Nagar, Police station Lake Town in the District of North 24-Parganas and more fully and particularly described in "Schedule - C" hereunder written at or for a total consideration of Rs. 80,00,000/- (Rupees Eighty lakhs) only out of which the purchasers have paid to the Vendors Rs.15,00,000/- (Rupees Fifteen lakhs) only and the balance amount of Rs.65,00,000/- (Rupees Sixty five lakhs) only shall be paid on or before or at the time of execution of Conveyance and will also hand over physical possession of the said land to the purchaser.

23. The agreement dated 11.6.2007 was for 1 year and as the time expired, by a letter dated 20.7.2011 praying for the extension of period was duly accepted by the vendors herein by endorsement made on the said letter dated 20.7.2011 till the execution of the Deed of Conveyance but in no case will be extended further beyond 15th December, 2011. Since all the papers relating to the title of the said land were not available at the time of the said agreement, and after scrutiny and search of title documents it was determined that the Total land area acquired by the pre-deceasors in interest of the vendors was actually 3.6486 acres covering three Khatians i.e. C.S. Khatian nos. 245, 246 & 247 and ultimately they were left with 3.4517 acres of land as has been mentioned in Schedule B hereunder and the share of the vendors herein was

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23 cottahs 3 chittacks 40 sft. More or less mentioned in the Schedule "C" hereunder written which is the subject matter of this Deed.

NOW THIS INDENTURE WITNESSETH :

1. That in the premises as aforesaid and in consideration of Rs. 80,00,000/- (Rupees Eighty lakhs) only to be paid by the purchasers to the Vendors on or before execution of these present (the receipt whereof the vendors do hereby as well as by the receipt hereunder written admit and acknowledge the same and of and from the same and every part thereof acquit release and forever discharge the said land hereby sold and conveyed and the purchaser) the Vendor do hereby indefeasible grant convey transfer, sell, assure and assign unto the purchaser ALL THAT the undivided 1/9th share being 0.3835 acres (equivalent to 23 cottahs 3 chittacks 40 Sq.ft.) more or less and/or the entire right title and interest of the vendors out of the total land measuring about 3.4517 Acres equivalent to 209 cottahs 4 chittacks more or less together with structures comprised in and situated at Mouza Dakhindari, J.L. No. 25, R.S. No. 6, G.D. No. 1, Sub-Division No. 6, Touzi No. 1298/2833, Parganas- Panchannagram, comprising of C.S. Dag nos. 1166, 1168, 1169, 1170, 1171, 1172 and 1173 under C.S. Khatian No. 245 and R.S. Dag nos. 1166, 1168, 1169, 1170, 1171, 1172, 1173, 1166/4600 and 1171/4601 under R.S. Khatian Nos. 730, 731, 732, 733, 758, 759, 760, 761 being Municipal Holding No. 116 (Old No. 71A) Kolkata - 700 048, under South Dum Dum Municipality, Sub-Registry Office Cossipore Dum Dum at present Bidhan Nagar, Police Station Lake Town in the district of North 24 Parganas more fully and particularly described in "Schedule - B" hereunder written and the said undivided 1/9th share in the said land is more fully and specifically mentioned in the Schedule - C hereunder written and hereinafter referred to as "the said Share" free from all encumbrances charges claims, demands, liabilities attachment whatsoever TOGETHER WITH all erections thereon, standing yards, courts, areas, sewers, drains ways, paths passages, common and other passage, ground water, watercourse, fixture AND all manner of former and other rights, liberties privileges easement and benefits whatsoever to the said land hereidatements and premises belonging to or in anywise appertaining thereto or usually held or enjoyed therewith or reputed to belong to or be appurtenant thereto and reversion or reversions remainder or remainders and the rents issues and profits thereof AND TOGETHER WITH the benefit of all the clearances, sanction plans to be obtained in future AND all the estate right title and interest of the Vendor and all other persons having any beneficial interest into or upon the said premises and every part thereof and all documents and muniments and writings and other evidence of title which exclusively relate to the said land or any part thereof and which now are or heretofore was or may be in the custody power or

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possession of the Vendors or in the custody power or possession of any person from whom they can procure the same without action or suit TO HAVE AND TO HOLD the same unto and to the use of the purchaser fee simple in possession free from all encumbrances.

2. THE VENDORS DO HEREBY COVENANT WITH THE PURCHASER as follows :

- i. That the Vendors have good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure the said land or intended so to be free from all encumbrances and liabilities whatsoever in manner aforesaid according to the true intent and meaning of these presents.
- ii. And that the purchaser shall and will and may from time to time and at all times hereafter peaceably and quietly enter into hold possess and enjoy the said land hereby granted sold and conveyed and receive and take the rents issues and profits thereof and every part thereof without any lawful acts and hindrances eviction interruption disturbances claim or demand whatsoever from or by the Vendors or any other persons lawfully or equitably claiming from under or in trust for them.
- iii. And the Vendors declares that the land hereby sold has not been previously leased, sold nor in any way transferred and that there is no charge, mortgage, lien, lispensens or any attachments whatsoever and that there is no case, suit or proceedings pending before any court of law against the conveyed land. The Vendors has good marketable title therein free from all charges and encumbrances and if, in future, any error or omission is found to have crept in this deed or in the search, the Vendors shall at the cost and request of the purchaser do and execute or cause to be done and executed any supplementary deed or deed of Rectification/Declaration in favour of the purchaser.
- iv. The Vendors without any lawful eviction, interruption, claims and demands whatsoever from any persons lawfully or equitably claiming from under or in trust for the vendors and that free and clear and freely and clearly and absolutely acquitted, exonerated, discharged, saved harmless and keep the purchaser indemnified from or against all charges, estates, liabilities, debts, any notice of attachments, encumbrances created by the Vendors.
- v. And further the Vendors and all other persons having or lawfully or equitably claiming any estate title and interest property claim or demand whatsoever into or upon the said Land hereby granted sold conveyed transferred assigned and assured

Birendra Narayan Daw,



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or expressed or intended so to be or any part thereof from through under or in trust for the Vendors and the Vendors 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 reasonable acts deeds matters and things for further better and more perfectly and satisfactorily granting transferring and assuring the said land and every part thereof unto and to the use of the purchaser in manner aforesaid.

THE SCHEDULE "A" ABOVE REFERRED TO :

ALL THAT the piece and parcel of land measuring about 11 bighas 1 cottahs 2 chittacks equivalent to 3.6486 acres of Holding no. 71A, Sub-division - 6, Division no. II, situated at New Dakhindari No. 1298 which was recorded under C.S. Khatian No.245 comprised in C.S. Dag No.1166, 1168, 1169, 1170, 1171, 1172, 1173 1167/1198 for Land measuring 3.4792 acres AND under C.S. Khatian No.246 comprised in C.S. Dag No.1167 for land measuring 0.1175 acres AND under C.S. Khatian No.247 comprised in C.S. Dag No.1165 for land measuring 0.0519 acres all under Mouza - Dakshindari, J.L. No.25, Touzi No.1293/2833, Sub-division no. 6, Division No. II Pargana - Panchanna Gram, Police Station - Lake Town within the local territory of Holding No.71A of South Dum Dum Municipality, 24 Parganas (North).

THE SCHEDULE "B" ABOVE REFERRED TO :

(The Said Land)

ALL THAT the piece and parcel of land area measuring 3.4517 acres (equivalent to 209 cotthas 4 chittacks) more or less together with structures comprised in and situated at Mouza Dakshindari, J.L. No. 25, R.S. No. 6, G.D. No. 1, Sub-Division No. 6, Touzi No. 1298/2833, Parganas- Panchannagram, comprising of C.S. Dag nos. 1166, 1168, 1169, 1170, 1171, 1172 and 1173 under C.S. Khatian No. 245 and R.S. Dag nos. 1166, 1168, 1169, 1170, 1171, 1172, 1173, 1166/4600 and 1171/4601 under R.S. Khatian Nos. 730, 731, 732, 733, 758, 759, 760, 761 being Municipal Holding No. 116 (Old No. 71A) Dakhindari Road, Kolkata - 700 048, under South Dum Dum Municipality, Sub-Registry Office Cossipore Dum Dum at present Bidhan Nagar, Police Station Lake Town in the district of North 24 Parganas and depicted and delineated in the map or plan annexed hereto and marked in RED and butted and bounded as follows :-

on the NORTH : 16 feet wide Sadhana Aushadhalaya Road & Sitala Para
 on the SOUTH : Dakhindari Road
 on the EAST : R.S. Dag no. 1175, 1176 (Land of Balahari Sardar)
 on the WEST : Part Sadhana Aushadhalaya Road & part Drain

Bisendra Marayan Das.



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THE SCHEDULE "C" ABOVE REFERRED TO :

(The Said Share)

ALL THAT the undivided 1/9th share and/or the entire right title and interest of the Vendors being 0.3835 acres equivalent to 23 cottahs 3 chittacks 40 sft. More or less in **ALL THAT** the piece and parcel of land area measuring 3.4517 acres (equivalent to 209 cotthas 4 chittacks) more or less together with structures comprised in and situated at Mouza Dakshindari, J.L. No. 25, R.S. No. 6, G.D. No. 1, Sub-Division No. 6, Touzi No. 1298/2833, Parganas- Panchannagram, comprising of C.S. Dag nos. 1166, 1168, 1169, 1170, 1171, 1172 and 1173 under C.S. Khatian No. 245 and under following R.S. Dag nos. & R.S. Khatian nos. :

R.S. Dag no.	R.S.Khatian nos.	Total Land Area in Dag	1/9 th share of land area in Dag.
1166	731,732,758,760	0.0312 acres	0.003 acres (3 chittacks 16 sft.)
1168	731,732,758,760	0.3775 acres	0.042 acres (2 cottahs 8 ch. 30 sft.)
1169	730,733,759,761	0.1562 acres	0.017 acres (1 cottahs 37 sft.)
1170	731,732,758,760	0.2462 acres	0.027 acres (1 cottahs 10 ch. 24 sft.)
1171	731,732,758,760	2.452 acres	0.272 acres (16 cottahs 8 ch. 8 sft.)
1172	731,732,758,760	0.0375 acres	0.004 acres (4 chittacks 2 sft.)
1173	731,732,758,760	0.0456 acres	0.005 acres (4 chittacks 41 sft.)
1166/4600	731,732,758,760	0.0075 acres	0.001 acres (36 sft.)
1171/4601	731,732,758,760	0.0980 acres	0.011 acres (10 chittacks 25 sft.)

(New Khatian nos. 739, 740, 741, 742, 743) being Municipal Holding No. 116 (Old No. 71A) Kolkata - 700 048, under South Dum Dum Municipality, Sub-Registry Office Cossipore Dum Dum at present Bidhan Nagar, Police Station Lake Town in the district of North 24 Parganas.

IN WITNESS WHEREOF the parties hereunder subscribes their respective hand and seal the day month and year first above written.

SIGNED AND DELIVERED by the within named "VENDORS" at Kolkata in the presence of :

1. B. Ramesh Chandra Das
71. no S.A. Road
Kolkata

2. Ashin Das
C/53, Basijatin
Kolkata 92.

Identified by me

*L.T. 17 Hermit Road
Basim Bazaar, Daksh.*
HIRAMOTI DAW

Birendra Narayan Daw.
BIRENDRA NARAYAN DAW
(PAN NO. AIJPD5972F)

Barendra Narayan Daw
BARENDRA NARAYAN DAW
(PAN NO. AIJPD4228J)

Brojendra Narayan Daw
BROJENDRA NARAYAN NAG
(PAN NO. AIJPD5974D)

দীপ্তি দাউ

DIPTI DAW



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SIGNED AND DELIVERED by the
within named "PURCHASERS" at
Kolkata Viz. represented by their
Directors in the presence of

1. *Bhala Matha Das*

2. *Jatin Das*

For

- [1] LUMEX VINIMAY PRIVATE LIMITED
[PAN No. AABCL 7771 P]
[2] MARVELLOUS DEALERS PRIVATE LIMITED
[PAN No. AAGCM 5132 L]
[3] MESMERIC VANIJYA PRIVATE LIMITED
[PAN No. AAGCM 5126 N]
[4] STERLING ADVISORS PRIVATE LIMITED
[PAN No. AA OCS 2041J]
[5] GLADYS VINCOM PRIVATE LIMITED
[PAN No. AADCG 7838 E]
[6] CAIRO COMMERCIAL PRIVATE LIMITED
[PAN No. AADCC 9620 J]
[7] NANDIKA DISTRIBUTORS PRIVATE LIMITED
[PAN No. AADCN 2776 Q]
[8] GOLDENROD TIEUP PRIVATE LIMITED
[PAN No. AADCG 7837 M]
[9] TRUMPET COMMOSALE PRIVATE LIMITED
[PAN No. AADCT 4486 F]
[10] DAHLIA TRADECOM PRIVATE LIMITED
[PAN No. AADCD 4320 Q]
[11] CONWAY CONSULTANTS PRIVATE LIMITED
[PAN No. AADCC 9629 B]
[12] ALTON VANIJYA PRIVATE LIMITED
[PAN No. A4469 J]
[13] TELSTAR TRADELINK PRIVATE LIMITED
[PAN No. AADCT 4487 E]
[14] SHRIVALLI DEALTRADE PRIVATE LIMITED
[PAN No. AAOCS 2042 M]
[15] CORNET VINCOM PRIVATE LIMITED
[PAN No. AADCC 9621 K]
[16] ZENOM MARKETING PRIVATE LIMITED
[PAN No. AAACZ 1567 G]
[17] ZENOM MERCHANDISE PRIVATE LIMITED
[PAN No. AAACZ 1129 J]
[18] PREST MERCHANTS PRIVATE LIMITED
[PAN No. AABCP 9957 D]
[19] BLACKPOOL DISTRIBUTORS [P] LIMITED
[PAN No. AACCB 5038 Q]
[20] STEP FORWARD COMMERCE [P] LIMITED
[PAN No. AAGCS 5222 H]
[21] EMPRO COMMERCE PRIVATE LIMITED
[PAN No. AABCE 0352 E]
[22] VIGHNESS COMMODEAL PRIVATE LIMITED
[PAN No. AABCV 4974 A]
all represented by its Director SRI ANUP GOENKA

Anup Goenka
(ANUP GOENKA)

Typed & Prepared in my office

Sarini Banerjee
Advocate. High Court
Calcutta.



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RECEIVED of and from the within named Purchasers the within mentioned sum of Rs. 80,00,000/- (Rupees Eighty lakhs) only, all in favour of Smt. Hiramoti Daw, being the payment of the Total consideration money in respect of Schedule "C" Property of this Deed of Conveyance as per Memo below :-

MEMO OF CONSIDERATION

<u>Date</u>	<u>Particulars</u>	<u>Rs.</u>	<u>Amount</u>
11/6/2007	By Cheque no. 395592 on Bank of Baroda	Rs.	8,00,000/-
30/1/2009	By Cheque no. 023838 on Bank of Baroda	Rs.	7,00,000/-
5/12/2011	By Cheque no. 067590 on Punjab & Sind Bank	Rs.	65,00,000/-
	TOTAL	Rs.	80,00,000/-

(Rupees Eighty Lakhs) only

SIGNED AND DELIVERED by the within named "VENDORS" at Kolkata in the presence of :

1. Bhola Nath Das

[1] HIRAMOTI DAW

Birendra Narayan Daw

[2] BIRENDRA NARAYAN DAW

2. Abhin Das

Barendra Narayan Daw

[3] BARENDRA NARAYAN DAW

Bojendra Narayan Daw

[4] BOJENDRA NARAYAN DAW

Dipti Daw

[5] DIPTI DAW

Identified by me



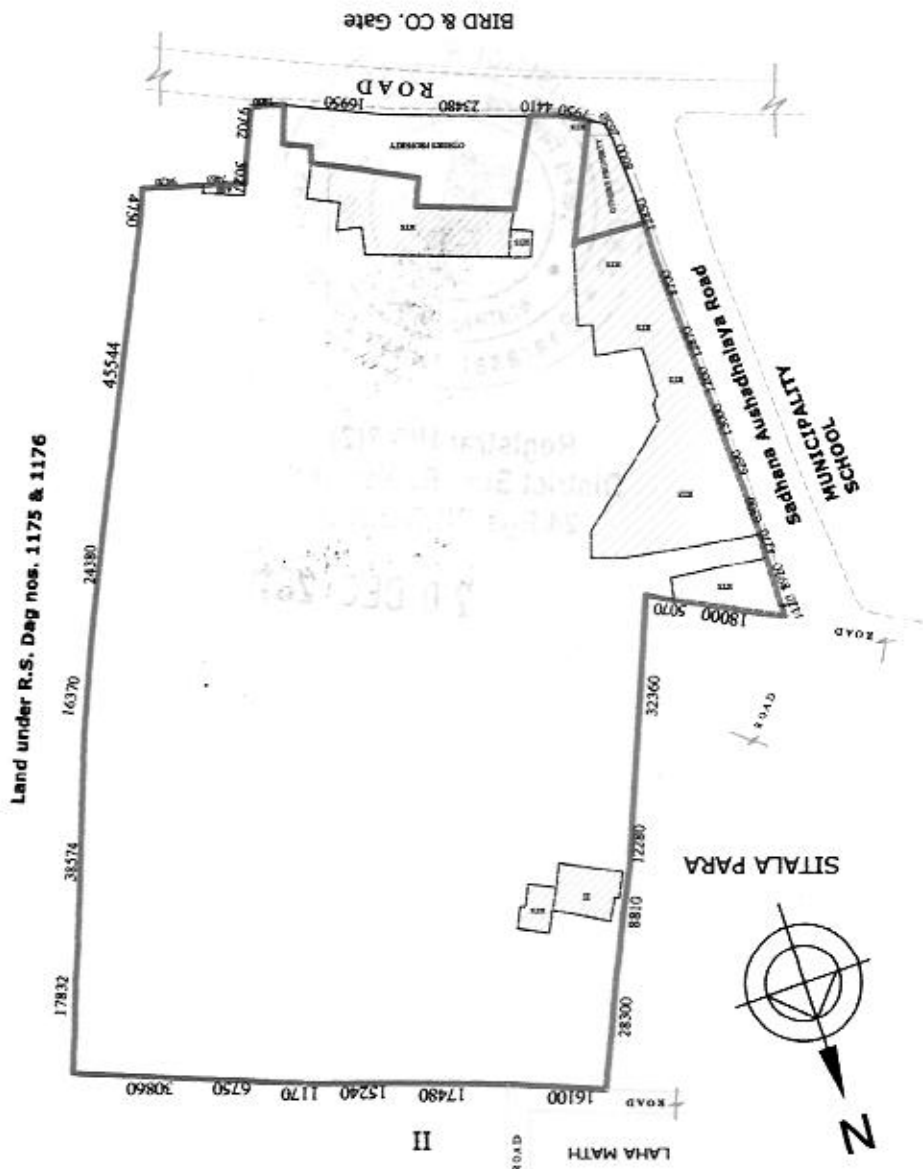
*L. T. 1 of Hiramoti Daw
Barin Banerjee
Attorney*



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DEED PLAN OF A PIECE AND PARCEL OF LAND BEING HOLDING NO.-116, WARD-33, KOLKATA - 700 048 C.S.DAG NOS. 1166, 1168, 1169,1170,1171,1172,1173 C.S.KHATIAN NO. 245, R.S.DAG NOS.-1166, 1168, 1169,1170, 1171, 1172, 1173, 1166/4600, 1171/4601, R.S. KHATIAN NOS.-730, 731, 732, 733, 758, 759, 760, 761. NEW KHATIAN NOS. 739,740,741,742,743 TOUZI NO.-1293/2833 , MOUZA-DAKHINDARI, DIST.-24 PGS (N) UNDER S.D.D.M. P.S.-LAKE TOWN.



: AREA STATEMENT :

TOTAL AREA OF LAND :

3.4517 acres (209 cottahs 4 chittacks) more or less

Subject Matter of the Deed Plan :

Un-divided $\frac{1}{4}$ th share in the total land being 0.3835 acres (23 cottahs 3 chittacks 40 sft.) more or less

PURCHASERS :

- FOR**
- [1] Lumex Vinimay (P) Ltd. [2] Marvellous Dealers (P) Ltd.
 - [3] Mesmeric Vanijya (P) Ltd. [4] Sterling Advisors (P) Ltd.
 - [5] Galdys Vincom (P) Ltd. [6] Cairo Commercial (P) Ltd. [7] Nandika Distributors (P) Ltd. [8] Goldenrod Tieup (P) Ltd.
 - [9] Trumpet Commosale (P) Ltd. [10] Dahila Tradecom (P) Ltd. [11] Conway Consultants (P) Ltd. [12] Alton Vanijya (P) Ltd. [13] Telstar Tradelink (P) Ltd. [14] Shrivalli Deal Trade (P) Ltd. [15] Cornet Vincom (P) Ltd. [16] Zenom Marketing Merchants (P) Ltd. [17] Zenom Merchandise (P) Ltd. [18] Prest Step Forward Commerce (P) Ltd. [19] Blackpool Distributors (P) Ltd. [20] Vighness Commoddeal (P) Ltd. [21] Empro Commerce (P) Ltd. [22]

V. G. ...
DIRECTOR



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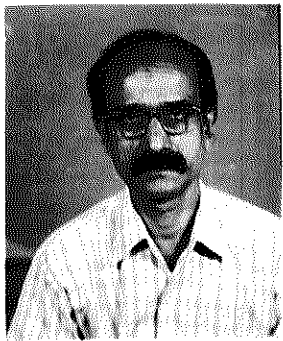
20 DEC 2011



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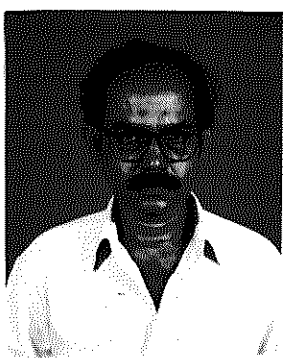
*L.T. 19 Hindu Dew
Baram...
Dew*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



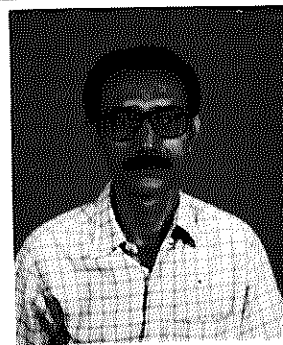
Bicandra Narayan Daw.

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



Barendra Narayan Daw

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



sejandra Narayan Daw

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



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SPECIMEN FORM FOR TEN FINGER PRINTS



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

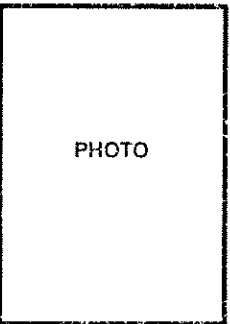
11/10/11



(ANUP GOENKA)

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

11/10/11



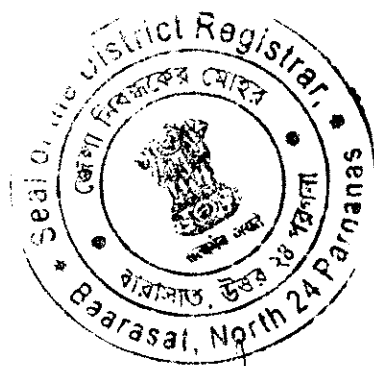
PHOTO

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



PHOTO

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



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Government Of West Bengal
Office Of the D.S.R.-II NORTH 24-PARGANAS
District:-North 24-Parganas

Endorsement For Deed Number : I - 16825 of 2011
(Serial No. 14108 of 2011)

On

Payment of Fees:

On 20/12/2011

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

Presented for registration at 14.51 hrs on :20/12/2011, at the Private residence by Anup Goenka ,Claimant.

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

Execution is admitted on 20/12/2011 by

1. Hiramoti Daw, wife of Lt Bhabani Kumar Daw , 12, Becharam Chatterjee Lane,, Thana:-Burtola, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700005 , By Caste Hindu, By Profession : House wife
2. Birendra Narayan Daw, son of Lt Bhabani Kumar Daw , 12, Becharam Chatterjee Lane,, Thana:-Burtola, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700005 , By Caste Hindu, By Profession : Cultivation
3. Barendra Narayan Daw, son of Lt Bhabani Kumar Daw , 12, Becharam Chatterjee Lane,, Thana:-Burtola, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700005 , By Caste Hindu, By Profession : Cultivation
4. Bojendra Narayan Daw, son of Lt Bhabani Kumar Daw , 12, Becharam Chatterjee Lane,, Thana:-Burtola, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700005 , By Caste Hindu, By Profession : Cultivation
5. Dipti Daw, daughter of Lt Bhabani Kumar Daw , 12, Becharam Chatterjee Lane,, Thana:-Burtola, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700005 , By Caste Hindu, By Profession : Cultivation

(Sushil Kumar Roy)
DISTRICT SUB-REGISTRAR-II



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Government Of West Bengal
Office Of the D.S.R.-II NORTH 24-PARGANAS
District:-North 24-Parganas

Endorsement For Deed Number : I - 16825 of 2011
(Serial No. 14108 of 2011)

6. Anup Goenka

Director, Lumex Vinimay Pvt Ltd, 190/a, Putiari Panchanantala Rd., Thana:-Thakurpukur,
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700041 .

Director, Marvellous Pvt Ltd, 190/a, Putiari Panchanantala Rd., Thana:-Thakurpukur, District:-South
24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700041 .

Director, Mesmeric Pvt Ltd, 190/a, Putiari Panchanantala Rd., Thana:-Thakurpukur, District:-South
24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700041 .

Director, Sterling Advisor Pl, 190/a, Putiari Panchanantala Rd., Thana:-Thakurpukur, District:-South
24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700041 .

Director, Gladys Vincom Pvt Ltd, 190/a, Putiari Panchanantala Rd., Thana:-Thakurpukur,
District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700041 .

Director, Cairo Commercial, 190/a, Putiari Panchanantala Rd., Thana:-Thakurpukur, District:-South
24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700041 .

Director, Nandika Pvt Ltd, 190/a, Putiari Panchanantala Rd., Thana:-Thakurpukur, District:-South
24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700041 .

Director, Goldenrod, 190/a, Putiari Panchanantala Rd., Thana:-Thakurpukur, District:-South
24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700041 .

Director, Goldenrod Pvt Ltd, 190/a, Putiari Panchanantala Rd., Thana:-Thakurpukur, District:-South
24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700041 .

Director, Dahlia Trade Com, 190/a, Putiari Panchanantala Rd., Thana:-Thakurpukur, District:-South
24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700041 .

Director, Con Ways Pvt, 190/a, Putiari Panchanantala Rd., Thana:-Thakurpukur, District:-South
24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700041 .

Director, Alton Pvt Ltd, 190/a, Putiari Panchanantala Rd., Thana:-Thakurpukur, District:-South
24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700041 .

Director, Telstar Pvt Ltd, 190/a, Putiari Panchanantala Rd., Thana:-Thakurpukur, District:-South
24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700041 .

Director, Shrivalli Pvt Ltd, 190/a, Putiari Panchanantala Rd., Thana:-Thakurpukur, District:-South
24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700041 .

Director, Cornel Vincom, 190/a, Putiari Panchanantala Rd., Thana:-Thakurpukur, District:-South
24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700041 .

Director, Zenom Marketing, 190/a, Putiari Panchanantala Rd., Thana:-Thakurpukur, District:-South
24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700041 .

(Sushil Kumar Roy)
DISTRICT SUB-REGISTRAR-II
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Government Of West Bengal
Office Of the D.S.R.-II NORTH 24-PARGANAS
District:-North 24-Parganas

Endorsement For Deed Number : I - 16825 of 2011
(Serial No. 14108 of 2011)

Director, Zenom Merchandise, 190/a, Putiari Panchanantala Rd., Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700041 .

Director, Prest Merchant, 190/a, Putiari Panchanantala Rd., Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700041 .

Director, Blackpool, 190/a, Putiari Panchanantala Rd., Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700041 .

Director, Step Forward Commerce, 190/a, Putiari Panchanantala Rd., Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700041 .

Director, Empro Commerce, 190/a, Putiari Panchanantala Rd., Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700041 .

Director, Vighness Commodeal Pvt Ltd, 190/a, Putiari Panchanantala Rd., Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700041 .
, By Profession : Business

Identified By B. Banerjee, son of . . , Kol H.c Court, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste: Hindu, By Profession: Advocate.

(Sushil Kumar Roy)
DISTRICT SUB-REGISTRAR-II

On 21/12/2011

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:

Amount By Cash

Rs. 310767/-, on 21/12/2011

(Under Article : A(1) = 310728/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 21/12/2011)

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.-28248400/-

Certified that the required stamp duty of this document is Rs.- 1977398 /- and the Stamp duty paid as: Impressive Rs.- 1000/-

Deficit stamp duty

(Sushil Kumar Roy)
DISTRICT SUB-REGISTRAR-II



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Government Of West Bengal
Office Of the D.S.R.-II NORTH 24-PARGANAS
District:-North 24-Parganas

Endorsement For Deed Number : I - 16825 of 2011
(Serial No. 14108 of 2011)

Deficit stamp duty Rs. 1976425/- is paid, by the draft number 504747, Draft Date 20/12/2011, Bank Name State Bank of India, BANGUR AVENUE BRANCH, received on 21/12/2011

(Sushil Kumar Roy)
DISTRICT SUB-REGISTRAR-II

(Sushil Kumar Roy)
DISTRICT SUB-REGISTRAR-II
EndorsementPage 4 of 4



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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 57
Page from 344 to 366
being No 16825 for the year 2011.



Sushil Kumar Roy

(Sushil Kumar Roy) 22-December-2011
DISTRICT SUB-REGISTRAR-II
Office of the D.S.R.-II NORTH 24-PARGANAS
West Bengal