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THIS INDENTURE made on this 22 day of September Two Thousand and Nine B E T W E E N SHRI ARUN KUMAR PAUL, son of Late Bhairab Chandra Paul, by faith Hindu, by occupation Retired, by Citizen - Indian, residing at 52D, Bondel Road, Kolkata - 700019, hereinafter referred to as the "OWNER/VENDOR" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors,

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No. 1398 Dt 16/9/09 12000t Jame Stree Om Promoters pr/XXI. 43/3 Hazia R2. 15/19 L. K. DAS Licenced Stamp Vendar Alipore Criminal Court THE ON PROMOTERS PUT LID. Arun Kumas Paut, Identified by me Alipere Judges court Kol-27

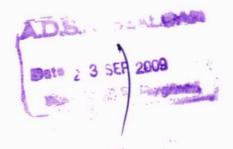
AND SHREE OM PROMOTERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its office at 43/3, Hazra Road, Kolkata 700019, Permanent Account No. AADCS6692Q, represented by its Director Mr. Uday Mahawar, hereinafter referred to as the "PURCHASER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, successors-in-interest, nominees and assigns) of the 'OTHER PART'.

WHEREAS at all material times one Madan Mohan Paul, since deceased, was the absolute owner as well as in use and enjoyment of several properties including the piece and parcel of land measuring more or less an area of 3 Bighas 10 Cottahs 11.5 Chittacks comprised in Holding No. 380 being Municipal Premises No. 38, Bondel Road, Kolkata – 700019 and also the piece and parcel of land measuring more or less an area of 15 Cottahs 2 Chittacks comprised in Holding Nos.360 and 361 being Municipal Premises No. 52, Bondel Road, Kolkata – 700019, situate at and lying in Mouza – Ballygunge, Touzi No. 2833, Division-V, Sub-Division-H, Dihi Panchanan Gram, District – 24 Parganas, within the Municipal Limits of Calcutta Corporation now Kolkata Municipal Corporation.

AND WHEREAS the said Madan Mohan Paul during his life time executed and registered his last Will and Testament dated 24th January 1928 in respect of his entire estate including the Premises Nos. 38 and 52, Bondel Road, Kolkata – 700019. By the said Will dated 24th January 1928, the said Madan Mohan Paul appointed his two sons, namely, Shri Haripriya Paul and Shri Kiran Hari Paul as the executors of the said Will.

AND WHEREAS on the 30th day of July 1929, the said Madan Mohan Paul died testate leaving behind him, his six sons, namely, Haripriya Paul, Durlav Hari Paul, Kiran Hari Paul, Lalit Hari Paul, Nani Gopal Paul, Phani Gopal Paul and two sons of his predeceased son Nitya Gopal Paul, namely, Jitendra Nath Paul and Nanda Lal Paul as his legal heirs and successors.





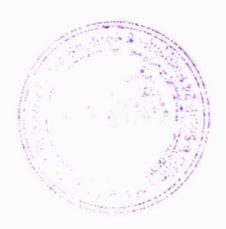
AND WHEREAS after the death of Madan Mohan Paul the executors named in the said Will dated 24th January 1928, obtained Probate from the Court of the District Delegate, Alipore in Probate Case No. 142 of 1929 and thereafter distributed the entire estate of the said Madan Mohan Paul, deceased to the beneficiaries, namely, Haripriya Paul, Durlav Hari Paul, Kiran Hari Paul, Lalit Hari Paul, Nani Gopal Paul, Phani Gopal Paul, Jitendra Nath Paul and Nanda Lal Paul, as per their respective allotments in terms of the said Will dated 24th January 1928.

<u>AND WHEREAS</u> on the 16th day of July 1935, the said Kiran Hari Paul, one of the sons of Madan Mohan Paul, deceased, died intestate leaving behind him, his only son, namely, Bhairab Chandra Paul as his legal heir and successor.

AND WHEREAS upon the death of Kiran Hari Paul, the said Bhairab Chandra Paul became the absolute owner of the estate left behind by his father Kiran Hari Paul, deceased.

AND WHEREAS by a Partition Deed dated 20th March 1938, duly registered in the Office of the Sub-Registrar, Sealdah and recorded in Book No. I, Volume No. 16, Pages 250 to 288, Being No. 784 for the year 1938 between the co-owners, the said Bhairab Chandra Paul was allocated several properties including the piece and parcel of land measuring an area of 20 Cottahs 7 Chittacks 4 Sq. Ft. more or less being a demarcated portion of Municipal Premises No. 38, Bondel Road, Kolkata – 700019 and also the piece and parcel of land measuring an area of 5 Cottahs 13 Chittacks 30 Sq. Ft. more or less being a demarcated portion of Municipal Premises No. 52, Bondel Road, Kolkata – 700019, together with the right, title and interest in upon and over the common passage therein.

AND WHEREAS the said Bhairab Chandra Paul became the absolute owner of ALL THAT piece and parcel of land measuring an area of 20 Cottahs 7 Chittacks 4 Sq. Ft. more or less being a demarcated portion of Premises No. 38, Bondel Road, Kolkata – 700019 and also the piece and parcel of land measuring an area of 5 Cottahs 13 Chittacks 30 Sq. Ft. more or less being a demarcated portion of Premises No. 52, Bondel Road, Kolkata – 700019, together with the right, title and interest in the



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common passage and duly mutated and recorded his name in the Assessment Register of the Kolkata Municipal Corporation, which was subsequently renumbered as Premises Nos. 38F and 52D, Bondel Road, Kolkata – 700019 respectively, more fully and particularly described in the **First Schedule 'A' and 'B'** hereunder written and hereinafter referred to as the "said entire property".

AND WHEREAS while seized and possessed of the said entire property, the said Bhairab Chandra Paul died intestate in the year 1945 leaving behind him his wife Smt. Ashalata Paul, three sons, namely, Bejon Kumar Paul, Arun Kumar Paul and Deepak Kumar Paul and two daughters, namely, Kalpana Paul and Kabita Paul.

AND WHEREAS upon the death of Bhairab Chandra Paul, the said Smt. Ashalata Paul, Bejon Kumar Paul, Arun Kumar Paul and Deepak Kumar Paul jointly inherited the said entire property to the exclusion of Kalpana Paul and Kabita Paul, each having undivided 1/4th share and interest in the said entire property respectively.

AND WHEREAS on the 27th day of September 1983, the said Smt. Ashalata Paul died intestate leaving behind her three sons, namely, Bejon Kumar Paul, Arun Kumar Paul and Deepak Kumar Paul and two daughters, namely Kalpana Paul and Kabita Paul, as her legal heirs and successors in respect of her undivided 1/4th share and interest in the said entire property.

AND WHEREAS by virtue of the aforesaid inheritance, the said Bejon Kumar Paul, Arun Kumar Paul, Deepak Kumar Paul, Kalpana Paul and Kabita Paul became the absolute joint owners of the said entire property and their details of shares are as follows:-

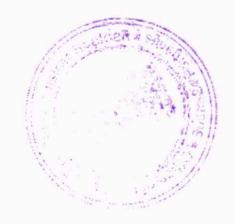
a. Bejon Kumar Paul : 3/10th Share.

b. Arun Kumar Paul : 3/10th Share.

c. Deepak Kumar Paul : 3/10th Share.

d. Kalpana Paul : 1/20th Share.

e. Kabita Paul : 1/20th Share.



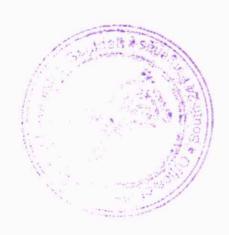


AND WHEREAS the said Shri Arun Kumar Paul, the Owner/Vendor is thus absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT undivided and undemarcated 3/10th share (that is, about 6 Cottahs 2 Chittacks 6 Sq. Ft. of Land) out of and in respect of the piece and parcel of land measuring an area of 20 Cottahs 7 Chittacks 4 Sq. Ft. more or less at Premises No. 38F, Bondel Road, Kolkata – 700019 and undivided and undemarcated 3/10th share (that is, about 1 Cottah 12 Chittacks 4 Sq. Ft. of Land) out of and in respect of the piece and parcel of land measuring an area of 5 Cottahs 13 Chittacks 30 Sq. Ft. more or less at Premises No. 52D, Bondel Road, Kolkata – 700019, totaling to an area of about undivided 7 Cottahs 14 Chittacks 10 Sq. Ft. of land with 100 Sq. Ft. brick built structure together with the right, title and interest in the undivided share and in the common passage, more fully and particularly described in the Second Schedule hereunder written and hereinafter for the sake of brevity referred to as the "said property".

AND WHEREAS by two separate Agreements dated 7th November 1996, the said Shri Arun Kumar Paul (the Vendor/Owner herein) alongwith other co-owners, Bejon Kumar Paul, Deepak Kumar Paul, Smt. Kalpana Paul and Smt. Kabita Paul had entered into with Shree Om Promoters Private Limited, the Purchaser herein and the Developer therein, for development of the said entire property on joint development basis as the terms and conditions mentioned therein.

AND WHEREAS due to some unavoidable circumstances, the Owner/Vendor has shown his intention to absolutely sell and transfer the said property to the Purchaser and accordingly the Owner/Vendor and the Purchaser entered into an Agreement for Sale dated 23rd February 2008. The Owner/Vendor has now decided to sell and hereby absolutely sell and transfer the said property to the Purchaser and all the said earlier Agreements become not enforceable and/or cease to have any effect upon registration of this Deed of Conveyance in respect of the said property.

AND WHEREAS the Owner/Vendor hereby sell the said property and the Purchaser hereby purchase the Said Property i.e. ALL THAT undivided and undemarcated 3/10th share, that is, about 6 Cottahs 2 Chittacks 6 Sq. Ft. of Land out of



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the land measuring an area of 20 Cottahs 7 Chittacks 4 Sq. Ft. more or less at Premises No. 38F, Bondel Road, Kolkata – 700019 and undivided and undemarcated 3/10th share, that is, about 1 Cottah 12 Chittacks 4 Sq. Ft. of Land out of the land measuring an area of 5 Cottahs 13 Chittacks 30 Sq. Ft. more or less at Premises No. 52D, Bondel Road, Kolkata - 700019, totaling to an area of about undivided 7 Cottahs 14 Chittacks 10 Sq. Ft. of land with 100 Sq. Ft. brick built structure together with the absolute right, title and interest in the undivided share in the said entire property and common passage, free from all encumbrances, trusts, liens, lispendens, attachments and liabilities of whatsoever and howsoever nature, more fully described in the Second Schedule hereunder written, for a total consideration of (i) 4000 Sq. Ft. sanctioned Super Built-up Area inclusive of Two Car Parking Spaces and equally distributed among all Floors respectively in all the Portion of the proposed multistoried building/buildings to be constructed as per sanctioned plan at the said entire property, more fully described in the Third Schedule herein together with the proportionate impartible right, title and interest in the common facilities, common amenities, common passage, common covered and common open area, the roof, etc. and completed in all respects by the Purchaser, hereinafter referred to as the 'Said Space' as per the Specification mentioned herein and (ii) Rs.1,00,000/- (Rupees One Lakh) only.

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of (i) 4000 Sq. Ft. sanctioned Super Built-up Area inclusive of Two Car Parking Spaces and equally distributed among all Floors respectively in all the Portion of the proposed multistoried building/buildings to be constructed as per sanctioned plan at the said entire property, more fully described in the Third Schedule herein together with the proportionate impartible right, title and interest in the common facilities, common amenities, common passage, common covered and common open area, the roof, etc. and completed in all respects by the Purchaser, as per the Specification mentioned herein and (ii) Rs.1,00,000/- (Rupees One Lakh) only, paid by the Purchaser to the Owner/Vendor on or before the execution of these presents (the receipts whereof the Owner/Vendor doth hereby admit and acknowledge) the Owner/Vendor hereby absolutely transfer the said property and every part thereof and doth hereby acquit,



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release and forever discharge the Purchaser its successor or successors-in-interest and/or permitted assigns and every one of them and also the said property, the Owner/Vendor as beneficial owner doth hereby by these presents absolutely grant, sell, convey, transfer, assure and assigns the absolute right, title and authority unto the Purchaser its successor or successors-in-interest and/or assigns the Said Property i.e. ALL THAT undivided and undemarcated 3/10th share, that is, about 6 Cottahs 2 Chittacks 6 Sq. Ft. of Land out of the land measuring an area of 20 Cottahs 7 Chittacks 4 Sq. Ft. more or less at Premises No. 38F, Bondel Road, Kolkata - 700019 and undivided and undemarcated 3/10th share, that is, about 1 Cottah 12 Chittacks 4 Sq. Ft. of Land out of the land measuring an area of 5 Cottahs 13 Chittacks 30 Sq. Ft. more or less at Premises No. 52D, Bondel Road, Kolkata - 700019, totaling to an area of about undivided 7 Cottahs 14 Chittacks 10 Sq. Ft. of land with 100 Sq. Ft. brick built structure together with the absolute right, title and interest in the undivided share in the said entire property and common passage, more fully and particularly described in the Second Schedule hereunder written OR HOWSOEVER otherwise the said property now or heretofore are or was situated butted bounded called known numbered described and distinguished TOGETHER WITH all benefits and advantages of ancient and all other rights, liberties, easements, privileges, appendages and appurtenances whatsoever in respect of the said property or any part thereof belonging to or anywise appertaining to or with the same or any part thereof usually held used occupied or enjoyed or reputed to belong or be appurtenant thereto AND the reversion and reversions remainder and remainders rents, issues and profits thereof and every part thereof AND all the estate and easement right, title, inheritance, use, trust, property, claims, demands whatsoever both at law and equity of the Owner/Vendor into and upon the said property and every part thereof AND all deeds, parchas, pattas, writings and evidences of title which in any way related to the said property or any part or parcel thereof and which now are or hereafter shall or may be in the custody, power or possession of the Owner/Vendor his heirs, executors, administrators, legal representatives and assigns or any person from whom his or they can may or procure the same without any lawful action or suit at law or in equity TO ENTER INTO AND HOLD OWN POSSESS AND ENJOY the said property and every part thereof hereby granted sold conveyed transferred assured and assigned or expressed and intended so to be with his right members and appurtenances unto and to the use of the Purchaser its successor or successors-in-interest and/or





assigns forever freed and discharged from or otherwise by the Owner/Vendor well and sufficiently indemnified of and against all encumbrances, claims, liens etc. whatsoever created or suffered by the Owner/Vendor from to these presents AND the Owner/Vendor doth hereby for them his heirs, executors, administrators, legal representatives, successors and assigns covenant with the Purchaser its successor or successors-in-interest and/or legal representatives and/or THAT notwithstanding any act, deed or thing whatsoever by the Owner/Vendor or any of his predecessors and ancestors-in-title done or executed or knowingly suffered to the contrary the Owner/Vendor had at all times has absolute right, title and authority to grant, sell, convey, transfer, assure and assign or expressed or intended so to be unto and to the absolute use of Purchaser its successor or successors-in-interest legal representatives and assigns in the manner as aforesaid AND THAT the Purchaser its successor or successors-in-interest and/or legal representatives and/or assigns shall and may at all times hereafter peaceably and quietly possess and enjoy the said property and every part thereof and receive the rents issues and profits thereof without any objections, eviction, hindrances and interruption, claim or demand whatsoever from or by the Owner/Vendor or any person or persons lawfully or equitably claiming from under or in trust for the Owner/Vendor or from or under any of his predecessors or ancestors-in-title AND FURTHER THAT the Owner/Vendor and all his heirs executors, administrators, legal representatives, successors and assigns shall at all times hereafter indemnify and keep indemnified the Purchaser its successor or successors-ininterest and/or legal representatives and/or assigns against all losses, damages, costs, charges and expenses if any suffered by reason of any defect in the title of the Owner/Vendor or any breach of the covenants hereinunder contained AND FURTHER MORE THAT the Purchaser is purchasing the said property mentioned in the Second Schedule herein on good faith and belief that all declarations and statements made by the Owner/Vendor herein is true and nowhere false and the said property is free from all encumbrances whatsoever. The Owner/Vendor shall keep the Purchaser indemnified for any encumbrances and/or defect in title, if found any.

FIRST SCHEDULE

(Said Entire Property)

'A'

<u>ALL THAT</u> the piece and parcel of land measuring an area of 20 Cottahs 7 Chittacks 4 Sq. Ft. more or less at Municipal Premises No.38F, Bondel Road, Police Station: Karaya, Kolkata – 700019 under Ward No. 65, Borough No. VII, within the limits of the Kolkata Municipal Corporation, together with the brick built structure standing thereon and together with the right, title and interest in upon and over the undivided share in the common passage with all annexation, deduction and reservation, butted and bounded in the manner following that is to say:

ON THE NORTH : By DEY'S-E-CHEM FACTORY;

ON THE EAST : By Municipal Lane (Bondel Road);

ON THE SOUTH : By Premises No. 38/G, Bondel Road, Kolkata - 700019; and

ON THE WEST : By Premises No. 38E, Bondel Road, Kolkata – 700019.

B'

ALL THAT the piece and parcel of land measuring an area of 5 Cottahs 13 Chittacks 30 Sq. Ft. more or less at Municipal Premises No. 52D, Bondel Road, Police Station: Karaya, Kolkata – 700019, under Ward No. 65, Borough No. VII, within the limits of the Kolkata Municipal Corporation, together with the brick built structure standing thereon and together with the right, title and interest in upon and over the undivided share in the common passage with all annexation, deduction and reservation, butted and bounded in the manner following that is to say:

ON THE NORTH: By Premises No.38/A, Bondel Road, Kolkata – 700019;

ON THE EAST : By Premises No.52/E, Bondel Road, Kolkata – 700019;

ON THE SOUTH : By Bondel Road; and

ON THE WEST : By Premises No. 52/B, Bondel Road, Kolkata – 700019.



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SECOND SCHEDULE (Said Property)

ALL THAT undivided and undemarcated 3/10th share, that is, about 6 Cottahs 2 Chittacks 6 Sq. Ft. of Land out of the land measuring an area of 20 Cottahs 7 Chittacks 4 Sq. Ft. more or less at Premises No. 38F, Bondel Road, Kolkata – 700019 and undivided and undemarcated 3/10th share, that is, about 1 Cottah 12 Chittacks 4 Sq. Ft. of Land out of the land measuring an area of 5 Cottahs 13 Chittacks 30 Sq. Ft. more or less at Premises No. 52D, Bondel Road, Kolkata – 700019, totaling to an area of about undivided 7 Cottahs 14 Chittacks 10 Sq. Ft. of land with 100 Sq. Ft. brick built structure together with the right, title and interest in the undivided share in the said entire property and common passage, under Police Station: Karaya, Ward No. 65, Borough No. VII, within the limits of the Kolkata Municipal Corporation.

THIRD SCHEDULE (Consideration being the 'Said Space')

ALL THAT 4000 Sq. Ft. sanctioned Super Built-up Area inclusive of Two Car Parking Spaces and equally distributed among all Floors respectively in all the Portion of the proposed multistoried building/buildings to be constructed as per sanctioned plan at the said entire property, together with the proportionate impartible right, title and interest in the common facilities, common amenities, common passage, common covered and common open area, the roof, etc. and completed in all respects by the Purchaser, as per the Specification mentioned as follows:-

- The building shall be of R.C.C. structure as per Kolkata Municipal Corporation sanctioned plan.
- Steel First Class quality available in market.
- Cement First Class quality available in market.
- Sand Coarse Sand.
- Stone Chips Best quality available in market.





- Bricks Best quality available in market.
- Kitchen Raised cooking platform finished in Black Stone alongwith a sink.
 White Glazed tile on C.P. Dado upto 2-6" height shall be provided.
- 8. Toilet White mosaic flooring and white glazed tiles upto 6' 0" height on Dado.
 - All fitting shall be best quality Chronium plated.
 - All sanitary items will be of best quality (white) ceramic.
- Door All the doors of the bedrooms, kitchen, main door, balcony and bathroom/toilet will be of panel/flush doors fitted with necessary fitting.
- Windows Wooden finish with wooden panels with glass.
- Floorings All floorings in bedrooms, living room, kitchen etc., shall be of white mosaic tiles / cast-in-situ.
- Electrical Installation Concealed conduit copper wiring with piano type switches.
- 13. Internal walls will be finished with plaster of paris.
- 14. All doors and windows shall be enamel painted (white) of standard quality.
- External walls shall be finished with snowchem.
- There shall be a lift (5 passengers) in the building with emergency lights approved by ISI preferably of OTIS.
- Telephone wiring shall be provided from each flat to junction box at ground level.
- 18. A deep tubewell shall be provided for potable water supply other than Corporation Water arrangement, water pump, underground reservoir and overhead tank.
- 19. There shall be intercom system from each flat to guard rooms at ground level.
- 20. Car Park Car washing facilities with Car Park.



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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day month and year first above written.

SIGNED SEALED AND DELIVERED

by the OWNER/VENDOR at Kolkata

Asun Kumaz Paul

in the presence of :

1. Sukla Pall. 52/D, Bondel Road. Hol. 700019.

Sunny Paul. 52/D, Bondel Road. KOL-700019.

SIGNED SEALED AND DELIVERED

by the PURCHASER at Kolkata

in the presence of :

1. Lalit Mohan Agasord 43/3 Hazsar Road Kolkata-700019.

2. B. Kunder. 43f3, Hazraw. Kel-19. SHREE OM PROMOTERS PVTLTD.

DIRECTOR

(UDAY MAHAWAR)



MEMO OF CONSIDERATION

Received with thanks from the within mentioned Purchaser, a sum of Rs.1,00,000/(Rupees One Lakh) only, by Cash and the Said Space being the consideration as per the terms of this Sale Deed as full and final consideration against sale of the Said Property.

Adum Kumaz Poul,
Signature of the Owner/Vendor

Witness:

1. Sukla Paul.

2. Sunny Paul.

Drafted by me and prepared in my office

Sassati Sharma Advocate

High Court, Calcutta



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Government Of West Bengal Office of the A. D. S. R. SEALDAH SELADAH COURT PREMISES (6th floor)

Endorsement For deed Number :I-02392 of :2009 (Serial No. 02484, 2009)

On 23/09/2009

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

Presented for registration at 18.30 hrs on :23/09/2009, at the Private residence by Uday Mahawar, Claimant.

Admission of Execution(Under Section 58)

Execution is admitted on 23/09/2009 by

- 1. Arun Kr Paul, son of Lt Bhairab Ch Paul ,52d, Bondel Rd Kolkata ,Thana .,Pin 700019, By caste Hindu,by Profession :Retired Person
- 2. Uday Mahawar, Director, Shree Om Promoters Pvt. Ltd, 43/3, Hazra Rd, Kolkata-19,., profession: Business Identified By Saswati Sharma, son of , , , Alipore Judges Court Thana: ,, by caste Hindu, By Profession: Advocate.

Name of the Registering officer : Ajay Kumar Mukherjee Designation : ADDITIONAL DISTRICT SUB-REGISTRAR

On 24/09/2009

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) = 137720/- on:24/09/2009

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-12520604/-

Certified that the required stamp duty of this document is Rs 876442 /- and the Stamp duty paid as: Impresive Rs- 1000

Deficit stamp duty

[Ajay Kumar Mukherjee]

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF SEALDAH

Govt. of West Bengal

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Government Of West Bengal Office of the A. D. S. R. SEALDAH SELADAH COURT PREMISES (6th floor)

Endorsement For deed Number :I-02392 of :2009 (Serial No. 02484, 2009)

Deficit stamp duty Rs 875500/- is paid, by the draft number 175335, Draft Date 22/09/2009 Bank Name STATE BANK OF INDIA, Bhawanipore, received on :24/09/2009.

Name of the Registering officer : Ajay Kumar Mukherjee Designation : ADDITIONAL DISTRICT SUB-REGISTRAR

[Ajay Kumar Mukherjee]

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF SEALDAH

Govt. of West Bengal

Page: 2 of 2



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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 11 Page from 1749 to 1766 being No 02392 for the year 2009.



(Ajay Kumar Mukherjee) 01-October-2009 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A. D. S. R. SEALDAH West Bengal