

September, Two Thousand and Sixteen (2016) BETWEEN SMT. SHANKARI BALA PAUL, by faith - Hindu, by citizenship - Indian, by occupation - Housewife, wife of Late Pramatha Kumar Paul, residing at 52E, Bondel Road, Post Office - Ballygunge, Police Station - Karaya, Kolkata - 700019, K.M.C. Ward No. 65, hereinafter referred to as the "OWNER/VENDOR" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean

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and include her heirs, executers, administrators, legal representatives, successors, nominees and assigns) of the ONE PART AND ROCHITA CONSTRUCTION PRIVATE LIMITED [PAN - AADCS6692Q], a Company incorporated under the Companies Act, 1956, having its office at 43/3, Hazra Road, Police Station & Post Office - Ballygunge, Kolkata - 700019, K.M.C. Ward No. 69, represented by its Director Mr. Suresh Kumar Agarwal (PAN - ACZPA5498H), son of Mr. Ramji Lal Agarwal, by faith - Hindu, by citizenship - Indian, by occupation - Director, residing at 22A, Buroshibtalla Main Road, Post Office - New Alipore, Police Station - Behala, Kolkata - 700038, K.M.C. Ward No. 118, hereinafter referred to as the "PURCHASER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors-in-interest, successors-in-office 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 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 and lying at Mouza – Ballygunge, Touzi No. 2833, Division-V, Sub-Division-H, Dihi Panchanna Gram, District – 24 Parganas, within the Municipal Limits of Calcutta Corporation now Kolkata Municipal Corporation.

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**AND WHEREAS** the said Madan Mohan Paul during his lifetime executed and registered his Last Will and Testament dated 24<sup>th</sup> January 1928 in respect of his entire estate including the Premises Nos. 38 and 52, Bondel Road, Kolkata – 700019, whereby and whereunder 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 leaving behind him his Last Will and Testament wherein he intended his 6 (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 to be the beneficiaries of his movable and immovable properties 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, applied for and obtained grant of Probate of the said Last Will and Testament dated 24th January 1928 of Madan Mohan Paul, since deceased, from the Court of the District Delegate, Alipore in Probate Case No. 142 of 1929 and thereafter distributed and/or granted necessary assents in respect of the Estate of the said Madan Mohan Paul, since deceased, unto and in favour of 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 Last Will and Testament dated 24th January 1928.

**AND WHEREAS** by a registered Partition Deed dated 20<sup>th</sup> March 1938 between the co-owners, the said Durlav Hari Paul was allocated interalia the piece and parcel of land measuring an area of 3 Cottahs 8

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Chittacks 11 Sq. Ft. more or less being a demarcated portion of Municipal Premises No. 38, Bondel Road, Kolkata – 700019 **as well as** the piece and parcel of land measuring an area of 8 Cottahs 4 Chittacks 15 Sq. Ft. more or less being a demarcated portion of Municipal Premises No. 52, Bondel Road, Kolkata – 700019 alongwith the right, title and interest on and upon the structures standing thereat amongst others and common passage, easements and appurtenances therein.

AND WHEREAS in the event aforesaid, said Durlav Hari Paul became the absolute owner of ALL THAT piece and parcel of Land measuring an area of 3 Cottahs 8 Chittacks 11 Sq. Ft. more or less being a demarcated portion of Municipal Premises No. 38, Bondel Road, Kolkata - 700019 as well as the piece and parcel of Land measuring an area of 8 Cottahs 4 Chittacks 15 Sq. Ft. more or less being a demarcated portion of Premises No. 52, Bondel Road, Kolkata - 700019 alongwith the right, title and interest on and upon the common passage, easements and appurtenances and demarcated structures standing thereat as also unfettered right of user, enjoyment, etc. and duly mutated and recorded his name in the Assessment Register of the Kolkata Municipal Corporation, which was subsequently renumbered as Premises Nos. 38G and 52E, Bondel Road, Kolkata - 700019 respectively, more fully and particularly described in Part - 'A' and Part - 'B' of the FIRST SCHEDULE hereunder written and hereinafter referred to as the "said premises".

AND WHEREAS said Durlav Hari Paul died intestate on 21.02.1959 leaving behind him his widow Gouri Bala Paul and 5 (five) sons namely, (i) Basanta Kumar Paul, (ii) Sailendra Nath Paul, (iii) Pramatha Kumar Paul, (iv) Prasanta Kumar Paul and (v) Prafulla Kumar Paul and 4 (four) daughters namely, (i) Smt. Raila Bala Paul, (ii) Smt. Bharati Bala Paul, (iii) Smt. Kamala Bala Paul and (iv) Smt. Bimala Bala Paul as his legal

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heirs and representatives who thus jointly inherited the said premises of the said Late Durlav Hari Paul, each having undivided and undemarcated 1/10<sup>th</sup> (one-tenth) share therein.

AND WHEREAS while seized and possessed of the said premises, said Gouri Bala Paul (mother) also died intestate on 07.04.1983 leaving behind her aforesaid sons and daughters who thus jointly inherited the said 1/10<sup>th</sup> (one-tenth) share of Gouri Bala Paul in respect of the said premises and thereby each of the sons and daughters became owners of undivided and undemarcated 1/9<sup>th</sup> (one-ninth) share each in respect of the said premises by their predecessor-in-interest namely, Late Durlav Hari Paul.

**AND WHEREAS** while seized and possessed of the said premises having undivided 1/9th (one-ninth) share each therein, one of the daughter of said Durlav Hari Paul namely, Smt. Raila Bala Paul died intestate leaving behind her only daughter, Smt. Surathi Bala Paul as her only legal heiress and representative, who thus inherited the said undivided 1/9th (one-ninth) share of her mother namely, Raila Bala Paul in respect of the said premises.

AND WHEREAS the said Pramatha Kumar Paul, since deceased, one of the sons of Late Durlav Hari Paul, while being seized and possessed of or otherwise well and sufficiently entitled to the undivided 1/9th (one-ninth) part or share of Land being 6 (six) Chittacks and 11 (eleven) Square Feet equivalent to 281.22 (two hundred eighty one point twenty two) Square Feet more or less out of the said piece and parcel of Land measuring about 3 (three) Cottahs 8 (eight) Chittacks and 11 (eleven) Square Feet be the same a little more or less together with structures standing thereon or on part thereof being Municipal Premises No. 38G, Bondel Road, Police Station – Karaya, Kolkata – 700019 AND ALSO

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undivided 1/9th (one-ninth) part or share of Land being 14 (fourteen) Chittacks and 32 (thirty two) Square Feet equivalent to 662 (six hundred sixty two) Square Feet more or less out of the said piece and parcel of Land measuring about 8 (eight) Cottahs 4 (four) Chittacks and 15 (fifteen) Square Feet be the same a little more or less together with structures standing thereon or on part thereof being Municipal Premises No. 52E, Bondel Road, Police Station - Karaya, Kolkata -700019, more fully and particularly described in Part - 'A' and Part -'B' of the SECOND SCHEDULE hereunder written and hereinafter referred to as the "said property", died intestate on 28th October 2011 leaving behind him surviving his wife, namely, Smt. Shankari Bala Paul and 3 (three) sons, namely, Sri Subir Kumar Pal, Sri Samir Kumar Pal and Sri Rabi Shankar Paul and only daughter namely, Ms. Shilpi Paul, as his legal heirs, heiresses and successors, who jointly inherited the said 1/9th (one-ninth) undivided share and interest in the said premises and each being entitled to undivided, undemarcated and proportionate respective share of the said property with structure thereon or on part thereof.

AND WHEREAS in the event aforesaid, said (1) Smt. Shankari Bala Paul, (2) Sri Subir Kumar Pal, (3) Sri Samir Kumar Pal, (4) Sri Rabi Shankar Paul and (5) Ms. Shilpi Paul became the joint Owners in respect of their respective undivided and undemarcated share, that is, ALL THAT undivided 1/9th (one-ninth) part or share of Land being 6 (six) Chittacks and 11 (eleven) Square Feet equivalent to 281.22 (two hundred eighty one point twenty two) Square Feet more or less out of the said piece and parcel of Land measuring about 3 (three) Cottahs 8 (eight) Chittacks and 11 (eleven) Square Feet be the same a little more or less together with structure admeasuring 100 (hundred) Square Feet standing thereon or on part thereof being Municipal Premises No. 38G, Bondel Road, Police Station – Karaya, Kolkata – 700019 alongwith the

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right, title and interest on and upon the common passage, easements and appurtenances therein as also unfettered right of user and enjoyment AND ALSO undivided 1/9th (one-ninth) part or share of Land being 14 (fourteen) Chittacks and 32 (thirty two) Square Feet equivalent to 662 (six hundred sixty two) Square Feet more or less out of the said piece and parcel of Land measuring about 8 (eight) Cottahs 4 (four) Chittacks and 15 (fifteen) Square Feet be the same a little more or less together with 300 (three hundred) Square Feet structures standing thereon or on part thereof being Municipal Premises No. 52E, Bondel Road, Police Station - Karaya, Kolkata - 700019 alongwith the right, title and interest on and upon the common passage, easements and appurtenances therein as also unfettered right of user and enjoyment, more fully and particularly described in Part - 'A' and Part - 'B' of the SECOND SCHEDULE hereunder written and hereinafter referred to as the "said property" as inherited from their deceased Pramatha Kumar Paul.

AND WHEREAS said Smt. Shankari Bala Paul, the Owner herein, has thus became one of the co-owners and has been absolutely seized and possessed of or well and sufficiently entitled to 1/5th (one-fifth) undivided and undemarcated share of Land being 56.24 (fifty six point twenty four) Square Feet more or less together with structure standing thereon as more specifically described in the Part - 'A' of the THIRD SCHEDULE hereunder written out of ALL THAT undivided 1/9th (one-ninth) part or share of Land as mentioned in Part - 'A' of the SECOND SCHEDULE, i.e., 6 (six) Chittacks and 11 (eleven) Square Feet equivalent to 281.22 (two hundred eighty one point twenty two) Square Feet more or less together with structures standing thereon or on part thereof being Municipal Premises No. 38G, Bondel Road, Police Station - Karaya, Kolkata - 700019 alongwith the right, title and interest on



and upon the common passage, easements and appurtenances therein as also unfettered right of user and enjoyment AND ALSO of 1/5th (onefifth) undivided and undemarcated share of Land being 132.40 (one hundred thirty two point forty) Square Feet more or less together with structure standing thereon as more specifically mentioned in the Part -'B' of the THIRD SCHEDULE hereunder written out of ALL THAT undivided 1/9th (one-ninth) part or share of Land as mentioned in Part - 'B' of the SECOND SCHEDULE, i.e., 14 (fourteen) Chittacks and 32 (thirty two) Square Feet equivalent to 662 (six hundred sixty two) Square Feet more or less together with structures standing thereon or on part thereof being Municipal Premises No. 52E, Bondel Road, Police Station - Karaya, Kolkata - 700019 alongwith the right, title and interest on and upon the common passage, easements and appurtenances therein as also unfettered right of user and enjoyment, more fully and particularly described in Part - 'A' and Part - 'B' of the THIRD SCHEDULE hereunder written and hereinafter referred to as the "said Portion"

AND WHEREAS the Owner/Vendor hereby agrees to sell the said Portion and the Purchaser hereby agrees to purchase the said Portion i.e. ALL THAT 1/5th (one-fifth) undivided and undemarcated part or share of Land being 56.24 (fifty six point twenty four) Square Feet more or less together with structure admeasuring 20 (twenty) Square Feet standing thereon out of undivided 1/9th (one-ninth) part or share of Land being 6 (six) Chittacks and 11 (eleven) Square Feet equivalent to 281.22 (two hundred eighty one point twenty two) Square Feet more or less together with structure admeasuring 100 (hundred) Square Feet standing thereon or on part thereof being Municipal Premises No. 38G, Bondel Road, Police Station – Karaya, Kolkata – 700019 alongwith the right, title and interest on and upon the common passage, easements

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and appurtenances therein as also unfettered right of user and enjoyment AND ALSO the said Portion i.e. ALL THAT 1/5th (one-fifth) undivided and undemarcated part or share of Land being 132.40 (one hundred thirty two point forty) Square Feet more or less together with structure admeasuring 60 (sixty) Square Feet standing thereon out of undivided 1/9th (one-ninth) part or share of Land being 14 (fourteen) Chittacks and 32 (thirty two) Square Feet equivalent to 662 (six hundred sixty two) Square Feet more or less together with structures admeasuring 300 (three hundred) Square Feet standing thereon or on part thereof being Municipal Premises No. 52E, Bondel Road, Police Station - Karaya, Kolkata - 700019 alongwith the right, title and interest on and upon the common passage, easements and appurtenances therein as also unfettered right of user and enjoyment, more fully and particularly described in Part - 'A' and Part - 'B' of the THIRD SCHEDULE hereunder written, at and for a total consideration of Rs.3,00,000/- (Rupees Three Lacs) only, free from all encumbrances, trusts, liens, lispendens, attachments and liabilities of whatsoever and howsoever nature.

NOW THIS INDENTURE WITNESSETH THAT as agreed and upon payment of total consideration of the said sum of Rs.3,00,000/-(Rupees Three Lacs) 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 sale and transfer the said Portion and every part thereof and doth hereby acquit, 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 Portion, the Owner/Vendor as absolute owner doth hereby by these presents

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absolutely grant, sell, convey, transfer, assure and assigns the absolute right, title and authority alongwith physical possession unto the Purchaser its successor or successors-in-interest and/or assigns the said Portion i.e. ALL THAT 1/5th (one-fifth) undivided and undemarcated part or share of Land being 56.24 (fifty six point twenty four) Square Feet more or less together with structure admeasuring 20 (twenty) Square Feet standing thereon out of undivided 1/9th (oneninth) part or share of Land being 6 (six) Chittacks and 11 (eleven) Square Feet equivalent to 281.22 (two hundred eighty one point twenty two) Square Feet more or less together with structure admeasuring 100 (hundred) Square Feet standing thereon or on part thereof being Municipal Premises No. 38G, Bondel Road, Police Station - Karaya, Kolkata - 700019 alongwith the right, title and interest on and upon the common passage, easements and appurtenances therein as also unfettered right of user and enjoyment AND ALSO the said Portion i.e. ALL THAT 1/5th (one-fifth) undivided and undemarcated part or share of Land being 132.40 (one hundred thirty two point forty) Square Feet more or less together with structure admeasuring 60 (sixty) Square Feet standing thereon out of undivided 1/9th (one-ninth) part or share of Land being 14 (fourteen) Chittacks and 32 (thirty two) Square Feet equivalent to 662 (six hundred sixty two) Square Feet more or less together with structure admeasuring 300 (three hundred) Square Feet standing thereon or on part thereof being Municipal Premises No. 52E, Bondel Road, Police Station - Karaya, Kolkata - 700019 alongwith the right, title and interest on and upon the common passage, easements and appurtenances therein as also unfettered right of user and enjoyment, more fully and particularly described in Part - 'A' and Part - 'B' of the THIRD SCHEDULE hereunder written, OR HOWSOEVER otherwise the said Portion 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

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rights, liberties, easements, privileges, appendages and appurtenances whatsoever in respect of the said Portion 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 Portion and every part thereof AND all deeds, pattas, muniments, writings and evidences of title which in any way related to the said Portion 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 her heirs, executors, administrators, legal representatives and assigns or any person from whom her 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 Portion and every part thereof hereby granted sold conveyed transferred assured and assigned or expressed and intended so to be with her 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 her heirs, executors, administrators, legal representatives, successors and assigns covenant with the Purchaser its successor or successorsin-interest and/or legal representatives and/or assigns THAT notwithstanding any act, deed or thing whatsoever by the Owner/Vendor or any of her predecessors and ancestors-in-title done or executed or knowingly suffered to the contrary the Owner/Vendor had at all times have absolute right, title and authority to grant, sell,

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convey, transfer the actual physical possession, 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 Portion 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 her predecessors or ancestors-in-title AND FURTHER THAT the Owner/Vendor and all her heirs executors, administrators, legal representatives, successors and assigns shall at all times hereafter indemnify and keep indemnified the Purchaser its successor or successors-in-interest 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 Portion mentioned in Part - 'A' and Part - 'B' of the THIRD SCHEDULE herein on good faith and belief that all declarations, representations and statements made by the Owner/Vendor herein is true and nowhere false and the said Portion is free from all encumbrances in all respects and in every manner whatsoever. The Owner/Vendor shall keep the Purchaser indemnified for any encumbrances and/or defect in title, if found any.



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## THE FIRST SCHEDULE ABOVE REFERRED TO (Said Premises)

#### PART - 'A'

**ALL THAT** piece and parcel of Land measuring about 3 (three) Cottahs 8 (eight) Chittacks and 11 (eleven) Square Feet be the same a little more or less together with 1000 Square Feet structures standing thereon or on part thereof being Municipal Premises No. 38G Bondel Road, Police Station – Karaya, Kolkata – 700019 alongwith the right, title and interest on and upon the common passage, easements and appurtenances therein as also unfettered right of user and enjoyment in the said premises and butted and bounded as follows:-

ON THE NORTH : By Common Passage;

ON THE EAST : By Passage;

ON THE SOUTH : By the Land at Premises No. 38A, Bondel Road; and

ON THE WEST : By the Land at Premises No. 38C, Bondel Road,

Kolkata - 700019.

#### PART - 'B'

**ALL THAT** piece and parcel of Land measuring about 8 (eight) Cottahs 4 (four) Chittacks and 15 (fifteen) Square Feet be the same a little more or less together with 3000 Square Feet structures standing thereon or on part thereof being Municipal Premises No. 52E Bondel Road, Police Station – Karaya, Kolkata – 700019 alongwith the right, title and interest on and upon the common passage, easements and

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appurtenances therein as also unfettered right of user and enjoyment in the said premises and butted and bounded as follows:-

ON THE NORTH : By Common Passage;

ON THE EAST : By Passage;

ON THE SOUTH : By Bondel Road; and

ON THE WEST : By the Land at Premises No. 52D, Bondel Road,

Kolkata - 700019.

# THE SECOND SCHEDULE ABOVE REFERRED TO (Said Property)

#### PART - 'A'

ALL THAT undivided 1/9th (one-ninth) part or share of Land being 6 (six) Chittacks and 11 (eleven) Square Feet equivalent to 281.22 (two hundred eighty one point twenty two) Square Feet more or less out of the said piece and parcel of Land measuring about 3 (three) Cottahs 8 (eight) Chittacks and 11 (eleven) Square Feet be the same a little more or less together with 100 Square Feet structures standing thereon or on part thereof being Municipal Premises No. 38G, Bondel Road, Police Station – Karaya, Kolkata – 700019 alongwith the right, title and interest on and upon the common passage, easements and appurtenances therein as also unfettered right of user and enjoyment in the part of the said premises as mentioned in the First Schedule herein.



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#### PART - 'B'

ALL THAT undivided 1/9th (one-ninth) part or share of Land being 14 (fourteen) Chittacks and 32 (thirty two) Square Feet equivalent to 662 (six hundred sixty two) Square Feet more or less out of the said piece and parcel of Land measuring about 8 (eight) Cottahs 4 (four) Chittacks and 15 (fifteen) Square Feet be the same a little more or less together with 300 Square Feet structures standing thereon or on part thereof being Municipal Premises No. 52E, Bondel Road, Police Station -Karaya, Kolkata - 700019 alongwith the right, title and interest on and upon the common passage, easements and appurtenances therein as also unfettered right of user and enjoyment in the part of the said premises as mentioned in the First Schedule herein.

### THE THIRD SCHEDULE ABOVE REFERRED TO (Said Portion)

ALL THAT 1/5th (one-fifth) undivided and undemarcated part or share of Land being 56.24 (fifty six point twenty four) Square Feet more or less together with structure admeasuring 20 (twenty) Square Feet standing thereon out of undivided 1/9th (one-ninth) part or share of Land being 6 (six) Chittacks and 11 (eleven) Square Feet equivalent to 281.22 (two hundred eighty one point twenty two) Square Feet more or less together with structure admeasuring 100 (hundred) Square Feet standing thereon or on part thereof being Municipal Premises No. 38G, Bondel Road, Police Station - Karaya, Kolkata - 700019 within the Municipal Limit of the Kolkata Municipal Corporation, Ward No. 65 alongwith the right, title and interest on and upon the common

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passage, easements and appurtenances therein as also unfettered right of user and enjoyment in the part of the said premises as mentioned in the First Schedule herein and the said premises delineated in the Map or Plan annexed hereto and thereon shown in 'RED' coloured border.

#### PART - 'B'

ALL THAT 1/5<sup>th</sup> (one-fifth) undivided and undemarcated part or share of Land being 132.40 (one hundred thirty two point forty) Square Feet more or less together with structure admeasuring 60 (sixty) Square Feet standing thereon out of undivided 1/9<sup>th</sup> (one-ninth) part or share of Land being 14 (fourteen) Chittacks and 32 (thirty two) Square Feet equivalent to 662 (six hundred sixty two) Square Feet more or less together with structure admeasuring 300 (three hundred) Square Feet standing thereon or on part thereof being Municipal Premises No. 52E, Bondel Road, Police Station – Karaya, Kolkata – 700019, within the Municipal Limit of the Kolkata Municipal Corporation, Ward No. 65 alongwith the right, title and interest on and upon the common passage, easements and appurtenances therein as also unfettered right of user and enjoyment in the part of the said premises as mentioned in the First Schedule herein and the said premises delineated in the Map or Plan annexed hereto and thereon shown in 'RED' coloured border.

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A TOTAL STATE OF THE STATE OF

Alipore, South 24 Pargame.

2 1 SEP 701

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

SIGNED SEALED AND DELIVERED by the **OWNER/VENDOR** at Kolkata in the Presence of :

1)	Debojit Paul.		1121 3
	12 Joy Bhatlacherjee	Lane	201-0

2) 19 Debaloata Baméja

SIGNED SEALED AND DELIVERED by the **PURCHASER** at Kolkata in the Presence of:

mes in Agric

DIRECTOR

1)	Delabrata Baranja
	Aly, chiliparanjan Colory
	Kd - 700 092

2) Debojik Paul.

· 61 '

District Sub-Registrar-III Alipore, South 24 Parganss

STONE SHOW THE

2 1 SEP 2016

#### MEMO OF CONSIDERATION

Received from the within named Purchaser the within mentioned sum of Rs.3,00,000/- (Rupees Three Lacs) only, as full and final payment of the total consideration money against sale of the said Portion. The details of payment are as follows:-

ROCHITA CONSTRUCTION PVI. LTD.

Dated	Cheque/ Draft No.	Drawn On		Amount
24.09.15	013598	ICICI H Bhowanipore Bran	Bank, nch	1,50,000.00
12.09.16	531857	ICICI Bank,	R.N.	1,50,000.00
14.09.16	533684	Mukherjee Branch, Kolkata.	Road	
		Tot	tal :::	3,00,000.00

(Rupees Three Lacs) only.

who have less the

Signature of the Owner/Vendor

Witness:

Debojit Paul.

Drafted by me & Identified by me.

Typed by me.

Horesh Chambra Den.



District Sab-Registrar-III Alipore, South 24 Parganas

21 SEP 2016

SITE PLAN OF 38G, BONDEL ROAD

WARD NO.- 65, P.S.- KARAYA. KOLKATA - 700 019

LAND AREA = 3K.-8Ch.-11Sft.

LAND AREA MARKED BY RED BORDER



SCALE-1:25

MRIME BERM

ROCHITA CONSTRUCTION PVT. LTD.

38C

COMMON PASSAGE

38G, BONDEL ROAD

SOLVEY

SITE PLAN



Alipore, South 24 Parganes
2 1 SEP 2015

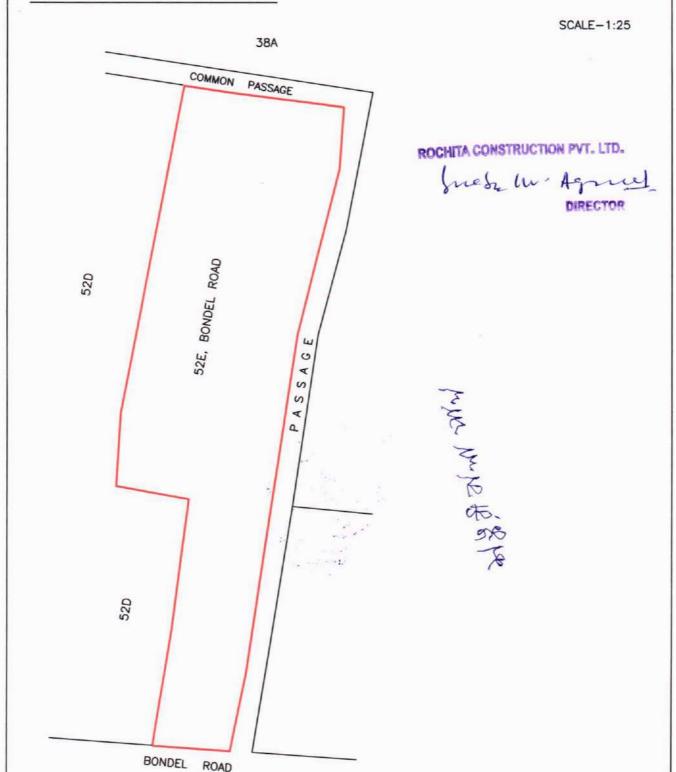
SITE PLAN OF 52E, BONDEL ROAD

WARD NO.- 65, P.S.- KARAYA. KOLKATA - 700 019

LAND AREA = 8K.-4Ch.-15Sft.

LAND AREA MARKED BY RED BORDER



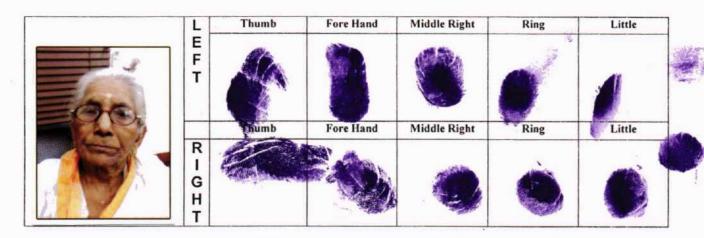




District Sub-Registrer-III
Alipore South 24 Parganes

2 1 SEP 2018

## SPECIMEN FOR TEN FINGER PRINT



Name: War And

Signature:

	L	Thumb	Fore Hand	Middle Right	Ring	Little
(a) (a)	E F T					
	R	Thumb	Fore Hand	Middle Right	Ring	Little
	G H					

Name: SORESH KUMAR OGARWAL

Signature: Suela In. Agril

	L	Thumb	Fore Hand	Middle Right	Ring	Little
рното	F					•
		Thumb	Fore Hand	Middle Right	Ring	Little
	R I G H		(4)			

Name:	
manic.	

Signature: .....



Alipore. South 24 Pargana.
21 SEP 2015

# Govt. of West Bengal Directorate of Registration & Stamp Revenue e-Challan

GRN:

19-201617-002379560-1

Payment Mode

Online Payment

GRN Date: 20/09/2016 17:50:07

ICICI Bank

BRN:

1045256024

**BRN Date:** 

20/09/2016 18:08:42

## DEPOSITOR'S DETAILS

ld No.: 16031000346128/2/2016

[Query No./Query Year]

Name:

ROCHITA CONSTRUCTION PYT LTD

03340105656

Mobile No. :

+91 9748411460

E-mail:

accounts@belanis.com

Address:

43/3, HAZRA ROAD BALLYGUNGE KOLKATA 19

Applicant Name:

Mr Saswati Sharma

Office Name:

Contact No.:

Office Address:

**Buyer/Claimants** 

Purpose of payment / Remarks :

Sale, Sale Document Payment No 2

## PAYMENT DETAILS

Status of Depositor:

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	16031000346128/2/2016	Property Registration- Registration Fees	0030-03-104-001-16	17602
2	16031000346128/2/2016	Property Registration- Stamp duty	0030-02-103-003-02	95780

Total

113382

In Words:

Rupees One Lakh Thirteen Thousand Three Hundred Eighty Two only

Sankari Paul

## Income-tax Rules, 1962

## FORM NO. 60

[See second proviso to rule 114B]

Form for declaration to be filed by an individual or a person (not being a company or firm) who does not have a permanent account number and who enters into any transaction specified in rule 114B

1	First Name	SH	ANK	ARI							9	
	Middle Nam	B	ALA		00							
	Surname	PI	AUL									
2	Date of Birth/ I	ncorpor	ation of d	leclar	ant	D	D	M	MY	Y	Y	Y
3	Father's Name	(in case	of indivi	dual)		0	1	0	1 1	9	4	7
	First Name	LT	SUD	HIR								
	Middle Name	Ku	MAR									
	Surname	PA	UL.		151							
4	Flat/ Room No.		v	5	Floor No.							
	52 E									(*		
6	Name of premises			7	Block Name/No							
8	Road/ Street/ L	ane	11	9	Area/ Locality							
	BONDEL	Ro,	AD		BALLYGU	NG						
10	Town/ City			11	District		12	Stat				
	KOLKAT				KOLKATA				est	100		71
13	Pin code 14	4 Teleph	none Nun	nber	(with STD code)	15	Mo	bile	Num	ber	*	
	700019		0									
16	Amount of tran	saction	(Rs.)	3.	00.000/2 (	THI						
17	Date of transac					D			M			Y
18	transaction				mes, number of							*
19	Mode of transa	ction:			que, □ Card, №1 ansfer, □ Oth		Bar	ker'	s Che	que,		
20	Aadhaar Numb	er issue	d by UII	) IAC	if available)		.,	NI	L			1

21	If applied for PAN and it is not yet generated enter D D M M Y Y Y Y date of application and acknowledgement number								
22	If PAN not applied, fill estimat child etc. as per section 64 of In the above transaction is held								
	a Agricultural income (Rs.)		W/	1					
	b Other than agricultural incom	WI	'L'						
23	Details of document being produced in support of identify in Column 1 (Refer Instruction overleaf)	Document code	Document identification number			ssuii	ng th		
24	Details of document being produced in support of address in Columns 4 to 13 (Refer Instruction overleaf)	Document code	Document identification number	0.555555555		ssuii	ng th		

I, Shankari bala f	Pace	do hereby declare that what
		and belief. I further declare that I do
	(1985년 1월 1일 - 1984년 1월 1일	our estimated total income (including
in accordance with the provi	isions of Income-tax Ac	4 of Income-tax Act, 1961) computed t, 1961 for the financial year in which num amount not chargeable to tax.
Verified today, the	day of	20
Place:		al Soft Draw

### Note:

- 1. Before signing the declaration, the declarant should satisfy himself that the information furnished in this form is true, correct and complete in all respects. Any person making a false statement in the declaration shall be liable to prosecution under section 277 of the Income-tax Act, 1961 and on conviction be punishable,
  - (i) in a case where tax sought to be evaded exceeds twenty-five lakh rupees, with rigorous imprisonment which shall not be less than six months but which may extend to seven years and with fine;
- (ii) in any other case, with rigorous imprisonment which shall not be less than three months but which may extend to two years and with fine.

2. The person accepting the declaration shall not accept the declaration where the amount of income of the nature referred to in item 22b exceeds the maximum amount which is not chargeable to tax, unless PAN is applied for and column 21 is duly filled.

### Instruction:

 Documents which can be produced in support of identity and address (not required if applied for PAN and item 20 is filled): -

SI.		Nature of Document	Document Code	Proof of Identity	Proof of Address
A	For	Individuals and HUF			
	1.	AADHAR card	01	Yes	Yes
	2.	Bank/Post office passbook bearing photograph of the person	02	Yes	Yes
	3.	Elector's photo identity card	03	Yes	Yes
	4.	Ration/Public Distribution System card bearing photograph of the person	04	Yes	Yes
	5.	Driving License	05	Yes	Yes
	6.	Passport	06	Yes	Yes
	7.	Pensioner Photo card	07	Yes	Yes
	8.	National Rural Employment Guarantee Scheme (NREGS) Job card	08	Yes	Yes
	9.	Caste or Domicile certificate bearing photo of the person	09	Yes	Yes
	10.	Certificate of identity/address signed by a Member of Parliament or Member of Legislative Assembly or Municipal Councillor or a Gazetted Officer as per annexure A prescribed in Form 49A		Yes	Yes
	11.	Certificate from employer as per annexure B prescribed in Form 49A	11	Yes	Yes
	12.	Kisan passbook bearing photo	12	Yes	No
	13.	Arm's license	13	Yes	No
	14.	Central Government Health Scheme /Ex-servicemen Contributory Health Scheme card		Yes	No

	15.	Photo identity card issued by the government./ Public Sector Undertaking	15	Yes	No
	16.	Electricity bill (Not more than 3 months old)	16	No	Yes
	17.	Landline Telephone bill (Not more than 3 months old)	17	No	Yes
	18.	Water bill (Not more than 3 months old)	18	No	Yes
	19.	Consumer gas card/book or piped gas bill (Not more than 3 months old)	19	No	Yes
	20.	Bank Account Statement (Not more than 3 months old)	20	No	Yes
	21.	Credit Card statement (Not more than 3 months old)	21	No	Yes
	22.	Depository Account Statement (Not more than 3 months old)	22	No	Yes
	23.	Property registration document	23	No	Yes
	24.	Allotment letter of accommodation from Government	24	No	Yes
	25.	Passport of spouse bearing name of the person	25	No	Yes
	26.	Property tax payment receipt (Not more than one year old)	26	No	Yes
3	For	Association of persons (Trusts)			
		y of trust deed or copy of certificate of stration issued by Charity Commissioner	27	Yes	Yes
2	Bod	Association of persons (other than Trusts) or ly of Individuals or Local authority or ificial Juridical Person)			
	regi Reg con orig Der	by of Agreement or copy of certificate of stration issued by Charity commissioner or gistrar of Cooperative society or any other appetent authority or any other document ginating from any Central or State Government partment establishing identity and address of the person.	28	Yes	Yes

- (2) In case of a transaction in the name of a Minor, any of the above mentioned documents as proof of Identity and Address of any of parents/guardians of such minor shall be deemed to be the proof of identity and address for the minor declarant, and the declaration should be signed by the parent/guardian.
- (3) For HUF any document in the name of Karta of HUF is required.
- (4) In case the transaction is in the name of more than one person the total number of persons should be mentioned in Sl. No. 18 and the total amount of transaction is to be filled in Sl. No. 16.

In case the estimated total income in column 22b exceeds the maximum amount not chargeable to tax the person should apply for PAN, fill out item 21 and furnish proof of submission of application.



1437-/16

### **Government of West Bengal**

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS, District Name: South 24-Parganas
Signature / LTI Sheet of Query No/Year 16031000346128/2016

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Smt Shankari Bala Paul 52E, Bondel Road, P.O:- Ballygunge, P.S:- Karaya, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Seller			
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr Suresh Kumar Agarwal 22A, Buroshibtalla Main Road, P.O:- New Alipore, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700038	Represent ative of Buyer [Rochita Constructi on Pvt Ltd			
SI No.	Name and Address of i	dentifier	Identifier	of	Signature with date
1	Mrs Saswati Sharma Wife of Mr T K Sharma Alipore Judges Court, P.O P.S:- Alipore, District:-Sou Parganas, West Bengal, In 700027	:- Alipore, th 24-	Smt Shankari Bala Paul, M Agarwal	Ir Suresh Kumar	

(Md Shadman)

DISTRICT SUBREGISTRAR

OFFICE OF THE D.S.R. III SOUTH 24-PARGANAS

## Major Information of the Deed

Deed No:	I-1603-04557/2016	Date of Registration	9/22/2016 5:25:37 PM
Query No / Year	1603-1000346128/2016	Office where deed is r	egistered
Query Date	19/09/2016 3:26:42 PM	D.S.R III SOUTH 24- South 24-Parganas	PARGANAS, District:
Applicant Name, Address & Other Details	Saswati Sharma Thana : Alipore, District : South 2 9051404411, Status :Advocate	24-Parganas, WEST BENGAL	, Mobile No. :
Transaction		Additional Transaction	A STATE OF THE STA
[0101] Sale, Sale Documen	ıt "	[4305] Other than Immo Declaration [No of Decl	
Set Forth value		Market Value	
Rs. 3,00,000/-		Rs. 15,96,002/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 95,880/- (Article:23)		Rs. 17,602/- (Article:A(	1), E, M(b), H)
Remarks	Received Rs. 50/- ( FIFTY only area)		

### Land Details:

District: South 24-Parganas, P.S:- Karaya, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Bondel Road, Road Zone: (Ashutosh Ch Avenue -- Bamun Para Lane), , Premises No. 32G, Ward No: 65

Sch No	A CONTRACTOR OF THE PARTY OF TH	Khatian Number	Land Proposed	The state of the latest the lates	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		56.24 Sq Ft	76,000/-	4,68,667/-	Property is on Road

District: South 24-Parganas, P.S:- Karaya, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Bondel Road, Road Zone: (Ashutosh Ch Avenue -- Bamun Para Lane), , Premises No. 52E, Ward No: 65

Sch No	THE RESIDENCE AND ADDRESS OF THE PARTY OF TH	Khatian Number	Land Proposed	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2			Bastu	132.4 Sq Ft	2,00,000/-		Property is on Road
	Grand	Total:		.4323Dec	2,76,000 /-	15,72,002 /-	

### Structure Details:

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	20 Sq Ft.	6,000/-	6,000/-	Structure Type: Structure
20	Shed, Extent of Con	npletion: Comple	ete		
S2	On Land L2	60 Sq Ft.	18,000/-	18,000/-	of Structure: 5 Years, Roof Type: Tile Structure Type: Structure

## Seller Details:

SI No	Name, Address, Photo, Finger print and Signature
1	Smt Shankari Bala Paul Wife of Late Pramatha Kumar Paul 52E, Bondel Road, P.O:- Ballygunge, P.S:- Karaya, District:-South 24- Parganas, West Bengal, India, PIN - 700019 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, Form 60/61 supplied, Status:Individual, Executed by: Self, Date of Execution: 21/09/2016 , Admitted by: Self, Date of Admission: 21/09/2016 ,Place: Pvt. Residence

## **Buyer Details:**

SI No	Name,Address,Photo,Finger print and Signature
	Rochita Construction Pvt Ltd 43/3, Hazra Road, P.O:- Ballygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019 PAN No. AADCS6692Q, Status:Organization

## Representative Details:

SI No	Name,Address,Photo,Finger print and Signature
1	Mr Suresh Kumar Agarwal Son of Mr Ramji Lal Agarwal 22A, Buroshibtalla Main Road, P.O:- New Alipore, P.S:- Behala, District:- South 24-Parganas, West Bengal, India, PIN - 700038, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ACZPA5498H, Status: Representative, Representative of: Rochita Construction Pvt Ltd (as Director)

### Identifier Details:

Name & address				
Mrs Saswati Sharma Wife of Mr T K Sharma Alipore Judges Court, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, V Female, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of S Kumar Agarwal	Vest Bengal, India, PIN - 700027, Sex: Smt Shankari Bala Paul, Mr Suresh			

Trans	fer of property for L1	
SI.No	From	To. with area (Name-Area)
1	Smt Shankari Bala Paul	Rochita Construction Pvt Ltd-0.128884 Dec
Trans	fer of property for L2	
SI.No	From	To. with area (Name-Area)
1	Smt Shankari Bala Paul	Rochita Construction Pvt Ltd-0.303417 Dec
Trans	fer of property for S1	
SI.No	From	To. with area (Name-Area)
1	Smt Shankari Bala Paul	Rochita Construction Pvt Ltd-20 Sq Ft
Trans	fer of property for S2	
SI.No	From	To. with area (Name-Area)
1	Smt Shankari Bala Paul	Rochita Construction Pvt Ltd-60 Sq Ft

Endorsement For Deed Number: I - 160304557 / 2016

#### On 19-09-2016

### 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 15,96,002/-



Md Shadman
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24PARGANAS

South 24-Parganas, West Bengal

### On 21-09-2016

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

Presented for registration at 18:00 hrs on 21-09-2016, at the Private residence by Mr Suresh Kumar Agarwal ,..

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

Execution is admitted on 21/09/2016 by Smt Shankari Bala Paul, Wife of Late Pramatha Kumar Paul, 52E, Bondel Road, P.O: Ballygunge, Thana: Karaya, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by Profession House wife

Indetified by Mrs Saswati Sharma, , , Wife of Mr T K Sharma, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

### Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 21-09-2016 by Mr Suresh Kumar Agarwal, Director, Rochita Construction Pvt Ltd, 43/3, Hazra Road, P.O:- Ballygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019

Indetified by Mrs Saswati Sharma, , , Wife of Mr T K Sharma, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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Md Shadman
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24PARGANAS

South 24-Parganas, West Bengal

#### On 22-09-2016

### 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 of Indian Stamp Act 1899.

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 17,602/- (A(1) = Rs 17,556/-,E = Rs 14/-,H = Rs 28/-,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 17,602/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/09/2016 6:08PM with Govt. Ref. No: 192016170023795601 on 20-09-2016, Amount Rs: 17,602/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 1045256024 on 20-09-2016, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 95,780/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 95,780/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 580418, Amount: Rs.100/-, Date of Purchase: 19/09/2016, Vendor name: Samiran Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/09/2016 6:08PM with Govt. Ref. No: 192016170023795601 on 20-09-2016, Amount Rs: 95,780/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 1045256024 on 20-09-2016, Head of Account 0030-02-103-003-02

Allen

Md Shadman
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2016, Page from 136345 to 136380 being No 160304557 for the year 2016.



LIKBase

Digitally signed by UTPAL KUMAR BASU Date: 2016.09.26 15:59:46 +05:30 Reason: Digital Signing of Deed.

(Utpal Kumar Basu) 26/09/2016 15:59:43
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)