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District Sub-Registrer

2 3 MAY 2012

#### CONVEYANCE

1. Date: 10 May 2012

2. Place: Kolkata

3. Parties:

Charubala Sardar alias Charubala Dasi, wife of Late Fakir Chandra Sardar, residing at Village Khas Mallick, Post Office Dakshin Gobindapur, Khas Mallick, Police Station Baruipur, Kolkata-700145, South 24 Parganas (Vendor, includes successors-in-interest)

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# Suloda Charocal



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BROAD TIE UP PRIVATE LIMITED

RECOUP TE U PRIVATE LIMITED

Salona Characon



MAJESTIC CONCLAVE PVT. LTD.

ashula Levan Norbler

Authorised Signatory



1714 Charubala Sardar by the Pen Flutine Sardar.

Latike Sarlan. W/o Bijon Sardar Khas Mallich P.S. Barnipur Kolkoli. 145. 24 Pavogans (3) House wefe





Addl. District Sub-Registrar Bauripak, South 24 Parganas

#### And

- 3.2 Broad Tie Up Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 99A, Park Street, Police Station Park Street, Kolkata-700016 [PAN AAECB6602N], represented by its authorized signatory, Subrata Chakraborty, son of Satinath Chakraborty, of 99A, Park Street, Police Station Park Street, Kolkata-700016
- 3.3 Recoup Tracom Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 99A, Park Street, Police Station Park Street, Kolkata-700016 [PAN AAFCR4144Q], represented by its authorized signatory, Subrata Chakraborty, son of Satinath Chakraborty, of 99A, Park Street, Police Station Park Street, Kolkata-700016
- 3.4 Majestic Conclave Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 131, Bakul Bagan Road, Police Station Bhowanipor, Kolkata-700025 [PAN AAHCM4356P], represented by its authorized signatory, Ashok Kumar Poddar, son of Ramnath Poddar, of 31D, Chakraberia Road (South), Police Station Bhowanipor, Kolkata-700025

(collectively **Purchasers**, includes successors-in-interest)

Vendor and Purchasers collectively Parties and individually Party.

#### NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

- 4. Subject Matter of Conveyance
- 4.1 Said Property: (1) Danga land measuring 4.5 (four point five) decimal, more or less, out of 16 (sixteen) decimal, being a portion of R.S./L.R. Dag No. 10, recorded in L.R. Khatian No. 165, Mouza Khas Mallick, J.L. No. 35, Police Station Baruipur, within the jurisdiction of Hariharpur Gram Panchayet (HGP), Sub-Registration District Baruipur, District South 24 Parganas, more fully described in Part I of the 1st Schedule below, the said R.S./L.R. Dag No. 10 being delineated and demarcated on the Plan annexed hereto and bordered in colour Red thereon (First Property) And (2) danga land measuring 4.5 (four point five) decimal, more or less, out of 16 (sixteen) decimal, being a portion of R.S./L.R. Dag No. 11, recorded in L.R. Khatian No. 165, Mouza Khas Mallick, J.L. No. 35, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas, more fully described in Part II of the 1st Schedule below, the said R.S./L.R. Dag No. 11 being delineated and demarcated on the Plan annexed hereto and bordered in colour Green thereon (Second Property). The First Property and the Second Property all more fully and collectively described in the 2nd Schedule below (collectively Said Property) together with all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.
- 5. Background, Representations, Warranties and Covenants
- 5.1 Representations and Warranties Regarding Title: The Vendor has made the following representations and given the following warranties to the Purchasers regarding title:

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Addl. District Sub-Registrar Pauripus, South 24 Parganas

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- Purchase of Charubala's Property: By a Deed of Conveyance in Bengali 5.1.1Language (Kobala) dated 6th February, 1961, registered in the Office of the Sub-Registrar, Baruipur, in Book No. I, Volume No. 18, at Pages 177 to 179, being Deed No. 696 for the year 1961, the Vendor purchased from Indu Bhusan Das and Binod Behari Das, (1) danga land measuring 16 (sixteen) decimal, more or less, being the entirety of R.S./L.R. Dag No. 10, recorded in L.R. Khatian No. 165, Mouza Khas Mallick, J.L. No. 35, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas (Vendor's First Land) And (2) danga land measuring 16 (sixteen) decimal, more or less, being the entirety of R.S./L.R. Dag No. 11, recorded in L.R. Khatian No. 165, Mouza Khas Mallick, J.L. No. 35, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas (Vendor's Second Land), free from all encumbrances and for the consideration mentioned therein. Vendor's First Land and Vendor's Second Land (collectively Vendor's Total Land). The Vendor is the recorded rapat of Vendor's Total Land vide L.R. Khatian No. 165. The Said Property is a part of the Vendor's Total Land and is the subject matter of this Deed of Conveyance.
- 5.1.2 Absolute Ownership of Vendor: In the aforesaid circumstances, the Vendor has become the undisputed and absolute owner of the Said Property formed out of the Vendor's Total Land, free from all encumbrances.
- 5.2 Representations, Warranties and Covenants Regarding Encumbrances: The Vendor represents, warrants and covenants regarding encumbrances as follows:
- 5.2.1 No Acquisition/Requisition: The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares that the Said Property is not affected by any scheme of the Panchayet Authority or Government or any Statutory Body.
- 5.2.2 No Excess Land: The Vendor does not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 or the West Bengal Estates Acquisition Act, 1953...
- 5.2.3 No Encumbrance by Act of Vendor: The Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 Right, Power and Authority to Sell: The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchasers.
- 5.2.5 No Dues: No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any dues from the Vendor.
- 5.2.6 No Right of Pre-emption: No person or persons whosoever have/had/has any right of pre-emption over and in respect of the Said Property or any part thereof.
- 5.2.7 No Mortgage: No mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.

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Addl, District Sub-Registrar Bauripur, South 24 Parganas

1 0 MAY 2012

- Free From All Encumbrances: The Said Property is now free from all claims, 5.2.8demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, bargadars and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable.
- No Personal Guarantee: The Said Property is not affected by or subject to any 5.2.9 personal guarantee for securing any financial accommodation.
- 5.2.10 No Bar by Court Order or Statutory Authority: There is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and/or alienating the Said Property or any part thereof.

#### 6. **Basic Understanding**

- 6.1 Agreement to Sell and Purchase: The basic understanding between the Parties is that the Vendor will sell the Said Property to the Purchasers free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and together with khas, vacant, peaceful and physical possession and the Purchasers will purchase the same on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their sub-clauses mentioned above (collectively Representations).
- 6.2 Surrender of Rights by Pushpadant Infrastructure Limited: Pushpadant Infrastructure Limited, having its registered office at Room No. 205, 2nd Floor, 10A, Hospital Street, Police Station Bowbazar, Kolkata-700072 [PAN AAFCP1441G] has been claiming possessory right over the Said Property but by virtue of commercial negotiation and amicable settlement, Pushpadant Infrastructure Limited has agreed to surrender/release such claims in favour of the Purchasers.

#### 7. Transfer

7.1 Hereby Made: The Vendor hereby sells, conveys and transfers to the Purchasers the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property more fully described in the 2nd Schedule below, being (1) the First Property, i.e. danga land measuring 4.5 (four point five) decimal, more or less, out of 16 (sixteen) decimal, being a portion of R.S./L.R. Dag No. 10, recorded in L.R. Khatian No. 165, Mouza Khas Mallick, J.L. No. 35, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas, more fully described in Part I of the 1st Schedule below, the said R.S./L.R. Dag No. 10 being delineated and demarcated on the Plan annexed hereto and bordered in colour Red thereon And (2) the Second Property, i.e. danga land measuring 4.5 (four point five) decimal, more or less, out of 16 (sixteen) decimal, being a portion of R.S./L.R. Dag No. 11, recorded in L.R. Khatian No. 165, Mouza Khas Mallick, J.L. No. 35, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas, more fully described in Part II of the 1st Schedule below, the said R.S./L.R. Dag No. 11 being delineated and demarcated on the Plan annexed hereto and bordered in colour Red thereon, all together with all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said



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Addl. District Sub-Registrar Bauripur, South 24 Parganas

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- Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.
- 7.2 Total Consideration: The aforesaid transfer is being made in consideration of a sum of Rs,19,09,089/- (Rupees nineteen lac nine thousand and eighty nine) paid by the Purchasers to the Vendor, receipt of which the Vendor hereby as well as by the Receipt and Memo of Consideration hereunder written, admits and acknowledges.
- 8. Terms of Transfer
- 8.1 Salient Terms: The transfer being effected by this Conveyance is:
- 8.1.1 Sale: a sale within the meaning of the Transfer of Property Act, 1882.
- 8.1.2 Absolute: absolute, irreversible and perpetual.
- 8.1.3 Free from Encumbrances: free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, bargadars and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title.
- 8.1.4 Together with All Other Appurtenances: together with all other rights the Vendor has in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.
- 8.2 Subject to: The transfer being effected by this Conveyance is subject to:
- 8.2.1 Indemnification: Indemnification by the Vendor about the correctness of the Vendor's title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Vendor about the correctness of the Vendor's title, which if found defective or untrue at any time, the Vendor shall, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify.
- 8.2.2 Transfer of Property Act: All obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 Delivery of Possession: Khus, vacant peaceful and physical possession of the Said Property have been handed over by the Vendor to the Purchasers.
- 8.4 Outgoings All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 8.5 Holding Possession: The Vendor hereby covenants that the Purchasers and their successors-in-interest and assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said



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Addl. District Sub-Registrar

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Property and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor.

- 8.6 Indemnity: The Vendor hereby covenants that the Vendor or any person claiming under the Vendor in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchasers and/or the Purchasers' successors-in-interest and assigns, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchasers and/or the Purchasers' successors-in-interest and assigns by reason of any encumbrance on the Said Property.
- 8.7 No Objection to Mutation: The Vendor declares that the Purchasers shall be fully entitled to mutate the Purchasers' name in all public and statutory records and the Vendor hereby expressly (1) consents to the same and (2) appoints the Purchasers as the constituted attorneys of the Vendor and empowers and authorizes the Purchasers to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendor undertakes to cooperate with the Purchasers in all respect for causing mutation of the Said Property in the name of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.
- 8.8 Further Acts: The Vendor hereby covenants that the Vendor or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchasers and/or their successors-in-interest and assigns, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

### 1<sup>st</sup> Schedule Part I (First Property)

Danga land measuring 4.5 (four point five) decimal, more or less, out of 16 (sixteen) decimal, being a portion of R.S./L.R. Dag No. 10, recorded in L.R. Khatian No. 165, Mouza Khas Mallick, J.L. No. 35, Police Station Baruipur, within the jurisdiction of Hariharpur Gram Panchayet, Sub-Registration District Baruipur, District South 24 Parganas, the said Dag No. 10 being delineated and demarcated on the Plan annexed hereto and bordered in colour Red thereon and butted and bounded as follows:

On the North : By R.S./L.R. Dag Nos. 1 and 88

On the East : By R.S./L.R. Dag No. 12

On the South : By R.S./L.R. Dag No. 11

On the West : By R.S./L.R. Dag Nos. 9 and 1

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Addl. District Sub-Registrar Rauripur, Sci & 24 Parganas

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#### Part II (Second Property)

Danga land measuring 4.5 (four point five) decimal, more or less, out of 16 (sixteen) decimal, being a portion of R.S./L.R. Dag No. 11, recorded in L.R. Khatian No. 165, Mouza Khas Mallick, J.L. No. 35, Police Station Baruipur, within the jurisdiction of Hariharpur Gram Panchayet, Sub-Registration District Baruipur, District South 24 Parganas, the said Dag No. 11 being delineated and demarcated on the Plan annexed hereto and bordered in colour Green thereon and butted and bounded as follows:

On the North : By R.S./L.R. Dag No. 10

On the East : By R.S./L.R. Dag No. 12

On the South : By R.S./L.R. Dag No. 13

On the West : By L.R. Dag Nos. 8 and 9

### 2nd Schedule (Said Property) [Subject matter of Sale]

Danga land measuring 4.5 (four point five) decimal, more or less, out of 16 (sixteen) decimal, being a portion of R.S./L.R. Dag No. 10, recorded in L.R. Khatian No. 165, Mouza Khas Mallick, J.L. No. 35, Police Station Baruipur, within the jurisdiction of Hariharpur Gram Panchayet, Sub-Registration District Baruipur, District South 24 Parganas and described in Part-I of the 1st Schedule above.

Danga land measuring 4.5 (four point five) decimal, more or less, out of 16 (sixteen) decimal, being a portion of R.S./L.R. Dag No. 11, recorded in L.R. Khatian No. 165, Mouza Khas Mallick, J.L. No. 35, Police Station Baruipur, within the jurisdiction of Hariharpur Gram Panchayet, Sub-Registration District Baruipur, District South 24 Parganas and described in Part-II of the 1st Schedule above.

**Together with** all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.

The details of the Said Property are tabulated below:

Mouza	L.R. Dag No.	L.R. Khatian No.	Total Area of Dag (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Khas Mallick	10	165	16	4.5	Charubala Sardar alias Charubala Dasi
Khas Mallick	TI	165	16	4.5	Charubala Sardar alias Charubala Dasi
			Total	9.00	

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Addl. District Sub-Registrar

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#### 9. **Execution and Delivery**

In Witness Whereof the Parties have executed and delivered this Conveyance on 9.1 the date mentioned above.



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Charubala Sardar alias Charubala Dasi [Vendor]

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Tracom RECOUP TE UP PRIVATE LIMITED

Sulvanda Charalal Authorised Signatory

[Broad Tie Up Private Limited]

[Recoup Tracom Private Limited]

MAJESTIC CONCLAVE PVT. LTD.

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[Majestic Conclave Private Limited] [Authorized Signatory] [Purchasers]

Witnesses:

Signature Shibruth Das Biswas Signature Bopi Mondo

Name Shib with Don Bairwas Name Sopi Kondal

Father's Name Late - Silesh ch. Don Father's Name VIII - Sparelli P.C

Address viil - Johnsmallick Points

P.O - Di Galein La pur P.S - Barripa Cat - 144

Dirl - 24 Jarganas (South)



Addl. District Sub-Registrar Bauripur, South & Parganas

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#### Receipt and Memo of Consideration

Received from the within named Purchasers the within mentioned sum of Rs.19,09,089/-(Rupees nineteen lac nine thousand and eighty nine) towards full and final payment of the consideration for sale of the Said Property described in the 2nd Schedule above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
By Pay Order vide No.	09.05.2012	ICICI Bank, Portuguese Church Street, Kolkata- 700001	3,75,000/-
By Pay Order vide No.	09,05.2012	ICICI Bank, Portuguese Church Street, Kolkata- 700001	3,75,000/-
By Pay Order vide No.	09.05.2012	ICICI Bank, Portuguese Church Street, Kolkata- 700001	3,75,000/-
By Cash	09.05.2012		7,84,089/-
		Total	19,09,089/-

Charubala Dosi by the Pan of Leutina Sandan.

[Charubala Sardar alias Charubala Dasi] [Vendor]

Witnesses:



Addl. District Sub-Registrar Bauripur, South 24 Purganas

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#### SPECIMEN FORM TEN FINGER PRINTS

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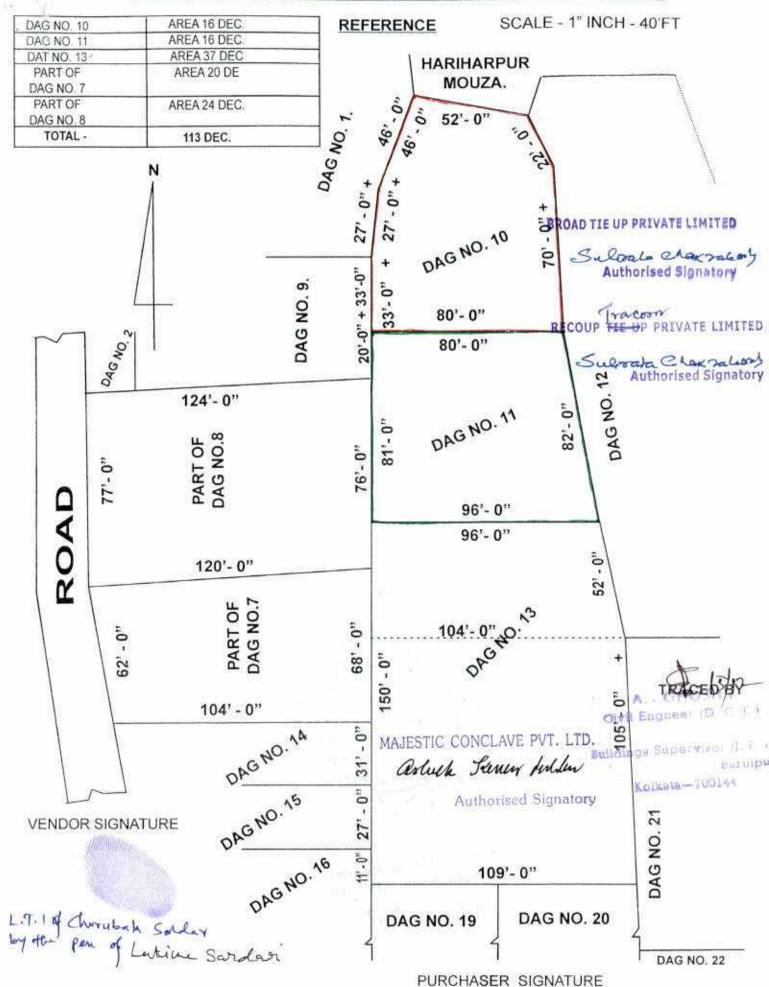


Addl. District Sub-Registrar Pauripur, South 24 Parganas

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## SITE PLAN

# SHOWING THE POSITION AT MOUZA - KHASMALLIK, J.L. NO. 35, HARIHARPUR GRAMPANCHAYAT, UNDER P.S. - BARUIPUR, DIST. SOUTH 24 PARGANAS





Addl. District Sub-Registrar Bauripur, South 24 Parganas

1 0 MAY 2012



## Government Of West Bengal Office Of the A. D. S. R. BARUIPUR

District:-South 24-Parganas

Endorsement For Deed Number: 1 - 05122 of 2012

(Serial No. 05234 of 2012)

On

Payment of Fees:

On 10/05/2012

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

Presented for registration at 18.36 hrs on :10/05/2012, at the Private residence by Subrata Chakraborty, one of the Claimants.

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

Execution is admitted on 10/05/2012 by

- Charubala Sardar Alias Charubala Dasi, wife of Lt. Fakir Chandra Sardar , Village:Khasmallick, Thana:-Baruipur, District:-South 24-Parganas, WEST BENGAL, India, P.O. - , By Caste Hindu, By Profession: House wife
- Subrata Chakraborty
   Signatory, Broad Tie Up Pvt. Ltd., 99 A Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, P.O.:-.
   By Profession: Business
- 3. Subrata Chakraborty

Signatory, Recoup Tracom Pvt. Ltd., 99 A Park Street, Thana.-Park Street, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700016.

- , By Profession : Business
- 4. Ashok Kumar Poddar

Signatory, Majestic Conclave Pvt. Ltd., 131 Bakul Bagan Road, Thana:-Bhowanipur, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700016.

. By Profession : Business

Identified By Latika Sardar, wife of Bijoy Sardar, Village:Khasmallick, Thana:-Baruipur, District:-South 24-Parganas, WEST BENGAL, India, P.O.:-, By Caste: Hindu, By Profession: House wife.

( Panchali Munshi )
ADDITIONAL DISTRICT SUB-REGISTRAR

On 15/05/2012

## 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.-19.09.089/-

Certified that the required stamp duty of this document is Rs.- 95464 /- and the Stamp duty paid as: Impresive Rs.- 10/-

( Panchali Munshi )
ADDITIONAL DISTRICT SUB-REGISTRAR

On 23/05/2012





# Office Of the A. D. S. R. BARUIPUR District:-South 24-Parganas

Endorsement For Deed Number: 1 - 05122 of 2012

(Serial No. 05234 of 2012)

### 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, 5 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. 0.00/-, on 23/05/2012

Amount by Draft

Rs. 21006/- is paid , by the draft number 427210, Draft Date 10/05/2012, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 23/05/2012

(Under Article: A(1) = 20999/- ,E = 7/- on 23/05/2012)

#### Deficit stamp duty

Deficit stamp duty Rs. 95464/- is paid, by the draft number 427228, Draft Date 10/05/2012, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 23/05/2012

( Panchali Munshi )
ADDITIONAL DISTRICT SUB-REGISTRAR



## Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 16 Page from 3927 to 3941 being No 05122 for the year 2012.



(Panchali Munshi) 24-May-2012 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A. D. S. R. BARUIPUR West Bengal