

Indea nates Ghosh



MONEYFOLD COMPLEX PRIVATE LIMITED MONEYFOLD HOUSING PRIVATE LIMITED

Indranates Gho8h.

Director / Authorised Signatory

SAHA & RAY

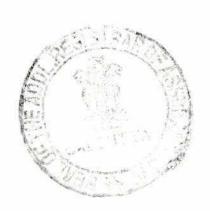
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2 & 3, K. S. Roy Road, Kol-1

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OF ASSURANCES A, KOLKATA 1 2 APR 2019

Government Of West Bengal Office Of the A.R.A. - II KOLKATA District:-Kolkata

Endorsement For Deed Number : 1 - 08442 of 2013 (Serial No. 05157 of 2013 and Query No. 1902L000011551 of 2013)

On 12/04/2013

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

Presented for registration at 19.31 hrs on :12/04/2013, at the Private residence by Indranath Ghosh ,Claimant.

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

Execution is admitted on 12/04/2013 by

- 1. Mohammad Salam Alias Mahamad Salama, son of Late Mohammad Yusuf, Raigachi Ghat, Munshi "Para, Thana:-Rajarhat, P.O.:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700135, By Caste Muslim, By Profession: Others
- Indranath Ghosh
 Director/ Authorised Signatory, Moneyfold Complex Pvt Ltd, 2nd Floor, 109, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin:-700016.

Director/authorised Signatory, Moneyfold Housing Pvt Ltd, 2nd Floor, 109, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin:-700016.

By Profession: Others

Identified By Mominul Khan, son of A Khan, Raigachi, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste: Muslim, By Profession: Business.

(Anup Kumar Mandal)
ADDL. REGISTRAR OF ASSURANCES-II

On 16/04/2013

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.-34,90,906/-

Certified that the required stamp duty of this document is Rs.- 209474 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

(Dulal chandra Saha) ADDL. REGISTRAR OF ASSURANCES-II

On 03/05/2013

Payment of Fees:

Amount by Draft

Sulal chandraSaha)
ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 1 of 2

12/06/2013 16:20:00

Government Of West Bengal

Office Of the A.R.A. - II KOLKATA District:-Kolkata

Endorsement For Deed Number: 1 - 08442 of 2013

(Serial No. 05157 of 2013 and Query No. 1902L000011551 of 2013)

Rs. 38488/- is paid, by the draft number 756704, Draft Date 24/04/2013, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 03/05/2013

(Under Article: A(1) = 38390/-, E = 14/-, I = 55/-, M(a) = 25/-, M(b) = 4/- on 03/05/2013)

Deficit stamp duty

Deficit stamp duty Rs. 204474/- is paid; by the draft number 756703, Draft Date 24/04/2013, Bank: State Bank of India, DALHOUSIE SQUARE, received on 03/05/2013

(Dulai chandra Saha) ADDL REGISTRAR OF ASSURANCES-II

On 12/06/2013

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.

(Dulal chandra Saha) ADDL. REGISTRAR OF ASSURANCES-II

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(Dulàl chandraSaha)
ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 2 of 2

3.1 **Mohammad Salam** alias **Mahamad Salama** alias **MD. Salam**, son of Late Mohammad Yusuf, residing at Village Raigachi Ghat, Munshi Para, Post Office Rajarhat, PIN-700135, Police Station Rajarhat, District North 24 Parganas (**Vendor**, includes successors-in-interest)

And

- 3.2 **Moneyfold Complex Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAICM3890M**), represented by its authorized signatory Indranath Ghosh, son of Bijay Ghosh, of 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.3 Moneyfold Housing Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (PAN AAICM3888P), represented by its authorized signatory Indranath Ghosh, son of Bijay Ghosh, of 99A, Park Street, Kolkata-700016, Police Station Park Street (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:** Land classified as *sali* (agricultural) measuring 9 (nine) decimal equivalent to 5 (five) *cottah* 7 (seven) *chittack* 5.4 (five point four) square feet, more or less [out of 9 (nine) decimal equivalent to 5 (five) *cottah* 7 (seven) *chittack* 5.4 (five point four) square feet, more or less], comprised in R.S./L.R. *Dag* No. 656, recorded in L.R. *Khatian* No. 1418, *Mouza* Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I *Gram Panchayat* (**RBGP No.I**), Sub-Registration District Rajarhat, District North 24 Parganas, more fully described in the **Schedule** below and the said *Dag* No. 656 being delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Said Property**) together with all title, benefits, easement, 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, free from all encumbrances.
- 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:
- 5.1.1 Purchase by Vendor: By a By a Deed of Sale in Bengali language (Saaf Kobala) dated 27th June, 1980, registered in the Office of Sub-Registrar, Cossipore Dum Dum, in Book No. I, Volume No. 96, at Pages 297 to 299, being Deed No.5113 for the year 1980, the Vendor purchased from Amshed Ali the entirety of the Said Property, free from all encumbrances and for the consideration mentioned therein.
- 5.1.2 **Record of Rights of Vendor:** The Vendor got his name recorded in the records of the Land Reforms Settlement of the Block Land and Land Reforms Office, Rajarhat,

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ADDITIONAL REGISTRAR
OF ASSURANCES-R KOLIVATA
1 2 APR 2013

- North 24 Parganas, in L.R. Khatian No.1418, in respect of the entirety of the Said Property.
- 5.1.3 **Absolute Ownership of Vendor:** In the above mentioned circumstances, the Vendor has become the absolute owner of the Said Property.
- 5.1.4 Said Agreement of Said Property: By an Agreement dated 7th September, 2006 (Said Agreement), the Vendor had agreed to sell the Said Property, to Jenco Developers Private Limited (Jenco). Jenco paid to the Vendor a total sum of Rs.4,00,000/- (Rupees four lac) (Said Advance) under the Said Agreement.
- 5.1.5 Assignment to Green Oaks Developers: By an Agreement dated 8th October, 2010 (First Assignment Agreement), Jenco assigned to Green Oaks Developers (Green Oaks) and its assigns inter alia all rights of any and every nature whatsoever of Jenco in the Said Property acquired by virtue of the Said Agreement and/or against the Vendors under the Said Agreement and/or otherwise together with the benefit of the Said Advance.
- 5.1.6 Assignment to Siddha Projects Private Limited: By an Agreement dated 7th November, 2011 (Second Assignment Agreement), Green Oaks further assigned to Siddha Projects Private Limited (Siddha Projects) and its assigns inter alia all rights of any and every nature whatsoever of Green Oaks in the Said Property acquired by virtue of the Said Agreement, the First Assignment Agreement and/or against the Vendors under the Said Agreement and the First Assignment Agreement and/or otherwise together with the benefit of the Said Advance.
- 5.1.7 Assignment to Purchasers: By an Agreement, Siddha Projects assigned to the Purchasers and their assigns inter alia all rights of any and every nature whatsoever of Siddha Projects in the Said Property acquired by virtue of the Said Agreement, the First Assignment Agreement, the Second Assignment Agreement and/or against the Vendors under the Said Agreement, First Assignment Agreement and the Second Assignment Agreement and/or otherwise together with the all benefits under the Said Agreement, the First Assignment Agreement and the Second Assignment Agreement together with the benefit of the Said Advance.
- 5.2 Representations, Warranties and Covenants by Vendor: The Vendor represents, warrants and covenants 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 any Local Authority or Statutory Body.
- 5.2.2 No Excess Land: The Vendor does not hold any excess vacant land under the Urban Land (Ceiling & Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 and 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.

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ADDITIONAL REGISTRAR

OF ASSURANCES-N KOLKATA

1 2 APR 2013

- 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.
- 5.2.8 **Free From All Encumbrances:** The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, wakfs, 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.
- 5.2.9 **No Personal Guarantee:** The Said Property is not affected by or subject to any 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 Sale of Said Property: The basic understanding between the Vendor and the Purchasers is that the Vendor shall 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 shall purchase the same based on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their respective sub-clauses above (collectively Representations).
- 6.2 Surrender of Rights by Pioneer Prodev Private Limited: Pioneer Prodev Private Limited (Pioneer Prodev), having its registered office at 3rd floor, Lenin Sarani, Kolkata-700013 has been claiming possessory right over the Said Property but by virtue of commercial negotiation and amicable settlement, Pioneer Prodev has agreed to surrender such claims in favour of the Purchasers. The Vendor shall have no responsibility or obligation in this regard.

7. Transfer

7.1 Hereby Made: The Vendor hereby sell, convey and transfer 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 Schedule below, being land classified as sali (agricultural) measuring 9 (nine) decimal equivalent to 5 (five) cottah 7 (seven) chittack 5.4 (five point four) square feet, more or less [out of 9 (nine) decimal equivalent to 5 (five) cottah 7 (seven) chittack 5.4 (five point four) square feet, more or less], comprised in R.S./L.R. Dag No. 656, recorded in L.R. Khatian No. 1418, Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of RBGP No.I,

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ADDITIONAL REGISTRAR
OF ASSURANCES-9 KOLKATA
1 2 APR 2013

Sub-Registration District Rajarhat, District North 24 Parganas, the said *Dag* No.656 being delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon **together with** all title, benefits, easement, 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, free from all encumbrances.

- 7.2 Consideration: The aforesaid transfer is being made in consideration of a sum of Rs.16,33,493/- (Rupees sixteen lac thirty three thousand four hundred and ninety three) paid by the Purchasers to the Vendor, receipt of which the Vendor hereby and 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, wakfs, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, 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:** express indemnification by the Vendor about the correctness of the Vendor's title, Vendor's authority to sell, non-existence of any encumbrances on the Said Property and strict, punctual and proper performance of all obligations of the Vendor under this Conveyance and this Conveyance is being accepted by the Purchasers on such express indemnification by the Vendor, which if found defective or untrue or not complied with at any time, the Vendor shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify. To this effect, 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/or 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/or assigns by reason of the aforesaid.
- 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.

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ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
1 2 APR 2013

- 8.3 **Delivery of Possession:** *Khas*, vacant and peaceful possession of the Said Property has 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, in respect of which demand has been made and is in the knowledge of the Vendor, 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 the Purchasers' successors-in-interest and/or 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 Property and every part thereof exclusively 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 and it is further expressly and specifically covenanted, confirmed and declared by the Vendor that notwithstanding contained in any law for the time being in force or enacted later or any custom or practice or other form of equitable right or remedy available to the Vendor, the Vendor shall not at any time in future claim any right of pre-emption, right of passage (whether of men, materials, water and other utilities), right of way, means of access, easement of use or any other right of any nature whatsoever or howsoever over and above the Said Property, even if the Vendor hold and own any land contiguous to the Said Property and such land is land-locked and does not have any public or private means of access and the Vendor hereby expressly waives, surrenders and gives up each and everyone of the aforesaid rights.
- No Objection to Mutation and Conversion: The Vendor covenants, confirms 8.6 and declares that (1) the Purchasers shall be fully entitled to mutate the Purchasers' names in all public and statutory records and the Vendor hereby expressly (a) consents to the same and (b) 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 and (2) the Vendor is fully aware that the Purchasers shall convert the nature of use and classification of the Said Property from agricultural to non-agricultural/housing for construction of a housing complex and the Purchasers shall be fully entitled to do the same in all public and statutory records and the Vendor hereby expressly (a) consents to the same, notwithstanding the nature of use and classification of any land held or owned by the Vendor contiguous to the Said Property being and remaining agricultural and (b) 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 to cause mutation of the Said Property in the names of the Purchasers and conversion of the nature of use and classification thereof from agricultural to non-agricultural/housing and in this regard shall sign all documents and papers as required by the Purchasers.
- 8.7 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under the Vendor, shall and will from time to time and at all times hereafter,

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ADDITIONAL REGISTRAR
OF ASSURANCES-W, KOLKATA
1 2 APR 2013

upon every request and at the cost of the Purchasers and/or their successors-ininterest, 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.

Schedule (Said Property)

Land classified as sali (agricultural) measuring 9 (nine) decimal equivalent to 5 (five) cottah 7 (seven) chittack 5.4 (five point four) square feet, more or less [out of 9 (nine) decimal equivalent to 5 (five) cottah 7 (seven) chittack 5.4 (five point four) square feet, more or less], comprised in R.S./L.R. Dag No. 656, recorded in L.R. Khatian No.1418, Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I Gram Panchayat, Sub-Registration District Rajarhat, District North 24 Parganas, the said Dag No. 656 being delineated on the Plan annexed hereto and bordered in colour Red thereon and butted and bounded as follows:

On the North

By portion of R.S./L.R. Dag No. 1048

On the East

By R.S./L.R. Dag No. 655

On the South

By portions of R.S./L.R. Dag No. 652 and 1049, by

R.S./L.R. Dag No.657 and by Mouza Reckjoani

On the West

By R.S./L.R. Dag No. 1049

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	R.S./ L.R. Dag No.	L.R. Khatian No.	Nature of the Land	Total Area of Dag (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Raigachi	656	1418 Sali	9.00	9.00	Mohammad Salam alias Mahamad Salama alias MD. Salam	
Total Area of Land Sold:				9.00		

9. **Execution and Delivery**

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

(Mohammad Salam alias Mahamad Salama alias MD. Salam)

[Vendor]



ADDITIONAL REGISTRAR
OF ASSURANCES-N, KOLKATA
1 2 APR 2013

alias Mahamad	Salama alias MD. Salam	of this document by me to in Bengali language, who ument, put his LTI/signat	after understanding
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Witnesses:		6	
Signature_ Abo	LL RABIK	Signature	of boy.
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Father's Name Abo	lul Barik	Father's Name Aug	Chalera Books
	Rai garli Ghat,	Address 71, K.JA	ery hand
olunghi Poura,	PIN-1000135	Molla Ca- To	10001



ADDITIONAL REGISTRAR
OF ASSURANCES-1, KOLKATA
1 2 APR 2013

Receipt And Memo of Consideration

Received from the within named Purchasers the within mentioned sum of Rs.16,33,493/-(Rupees sixteen lac thirty three thousand four hundred and ninety three) towards full and final payment of the Consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)	
Cheque No.258495 (Part)	08.09.2006	Tamilnad Mercantile Bank Limited	80,000/-	
Pay Order No. 374181 (Part)	10.04.2013	Axis Bank Limited, Kolkata Branch, Kolkata	15,53,493/-	
***************************************		Total:	16,33,493/-	

Hd. Salam	(Mohrmad Section)
	Mahamad Salama alias MD. Salam) [Vendor]

Read over and explained the contents of this document by me to Mohammad Salam alias Mahamad Salama alias MD. Salam in Bengali language, who after understanding the meaning and purport of this document, put his LTI/signature in my presence.

Signature_

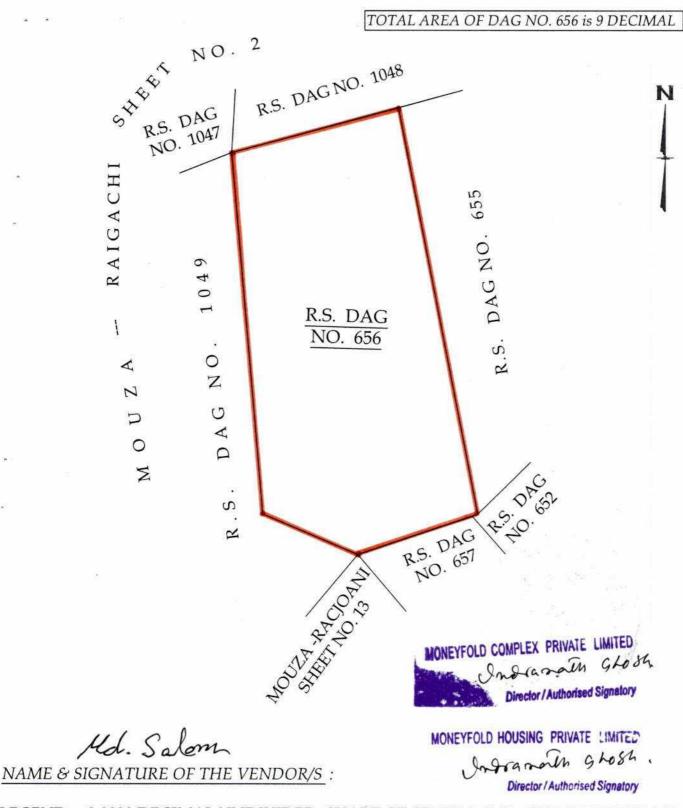
Witnesses:

Signature Abdul Rabyk
Name Abdul Rafik



ADDITIONAL REGISTRAR
OF ASSURANCES-H, KOLKATA
1 2 APR 2013

SITE PLAN OF R.S./L.R. DAG NO.- 656, L.R. KHATIAN NO.- 1418, MOUZA - RAIGACHI, J.L. NO.-12, P.S.- RAJARHAT, DIST.- NORTH24 PARGANAS, UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET.



LEGEND: 9.0000 DECIMAL UNDIVIDED SHARE OF SHALI LAND OUT OF 9 DECIMAL Of R.S./L.R. DAG NO.- 656.

SHOWN THUS :-



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
1 2 APR 2013

SPECIMEN FORM TEN FINGER PRINTS

SI. No.	Signature of the executants and/or purchaser Presentants					
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ADDITIONAL REGISTRAR
OF ASSURANCES-4 KOLKATA
1 2 APR 2013

Dated this 12 h day of April , 2013

Between

Mohammad Salam alias Mahamad Salama alias MD. Salam ... Vendor

And

Moneyfold Complex Private Limited & Anr. ... Purchasers

CONVEYANCE

R.S./L.R. Dag No. 656 Mouza Raigachi District North 24 Parganas

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Advocates 3A/1, 3rd floor Hastings Chambers 7C, Kiran Sankar Roy Road Kolkata-700001 the property of the state of th

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 26 Page from 1131 to 1145 being No 08442 for the year 2013.



(Dulal chandraSaha) 13-June-2013 ADDL. REGISTRAR OF ASSURANCES-II Office of the A.R.A. - II KOLKATA West Bengal